

**Arcadia Home Heating Limited**

**Terms and Conditions**

**Supply of Products and services to Consumer**

## Our terms

### 1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products and services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2. Information about us and how to contact us

- 2.1 **Who we are.** We are Arcadia Home Heating Limited a company registered in England and Wales. Our company registration number is 07009628 and our registered office is at Heath Barn, Norwich Road, Fakenham, Norfolk, England, NR2 8LZ. Our registered VAT number is 979 5651 50.
- 2.2 **How to contact us.** You can contact us by telephoning our consumer service team at 01328 800369 or by writing to us at [arcadiahomeheating@gmail.com](mailto:arcadiahomeheating@gmail.com) or Arcadia Home Heating, Heath Barn, Norwich Road, Fakenham, Norfolk, NR21 8LZ.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we tell you that we are able to provide you with the products and services, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the products and services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the products and services.

- 3.3 **Any quotes that we provide are valid of 28 days only.** If you do not place an order with 28 days of a quote being provided, a new quote may need to be issued and/ or another site survey may need to be concluded.

#### 4. **Your rights to make changes**

- 4.1 If you wish to make a change to the products and services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the products and services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### 5. **Our rights to make changes**

- 5.1 **Minor changes to the products and services.** We may change the products and services to reflect changes in relevant laws and regulatory requirements (for example, building regulations outside of the UK may differ to building regulations within the UK, therefore the product or installation of the product may have to be adapted to meet UK regulations).
- 5.2 **More significant changes to the products and services and these terms.** In addition, as we informed you in the description of the products and services in our brochure and on our website, we may make the following changes to these terms or the products and services, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

#### 6. **Providing the products and services**

- 6.1 **When we will provide the products and services.** We will supply the products and services to you from the date we accept your order until we have completed the products and services. The estimated completion date for the products and services is as told to you during the order process.
- 6.2 **Building and gas regulations now require all chimneys to be swept and checked for soundness before the installation of any solid fuel or gas appliances.** If this work is not completed before our installation, we must respectfully point out that we cannot be held responsible for any complications which may become apparent at a later date as a result.
- 6.3 **Building permissions or approval.** It is your responsibility that any necessary permissions or approvals required for the works are obtained and in place prior to the start of any works.

- 6.4 **We are members of the Renewable Energy Consumer Code scheme.** As such we will carry out any qualifying works and communication in accordance with the Renewable Energy Consumer Code.
- 6.5 **Building control and HETAS regulations.** It is now a building regulation that a Carbon monoxide (CO) alarm is installed to properties. We can offer this service and include this in the cost of an installation. If you choose not to have a CO alarm installed by us, we cannot commence any installation until you have confirmed that there is an existing CO alarm installed in a suitable location (on the wall or ceiling between 1 to 3 metres from the appliance).
- 6.6 If the fireplace is part of ongoing refurbished works at the time of a site survey or a quote being provided, it is assumed that all materials and dimensions will meet HETAS and building control standards. Any alterations that need to be made to make it conform to regulations may be charged in excess of the original quote.
- 6.7 **Building works.** If the fireplace is concealed behind a stud wall or block structure, any quotes issued are based on assumed opening dimensions. If it is determined, following commencement of any works, that the quoted works are not suitable for the fireplace, there may be additional costs to you in relation to any additional materials or labour required. Any additional costs will be confirmed by us before the works are continued.
- 6.8 Unless specified in writing, it will be assumed that any existing masonry chimney stack is in good order. If upon further inspection this is found not to be the case, there may be additional costs in relation to additional materials or labour.
- 6.9 Whilst lining the chimney it may be necessary, should the liner become stuck, to knock into the chimney breast either internally or externally which may enable us to remove the blockage and feed the liner around any bends or obstructions. There may be additional costs in relation to additional materials or labour.
- 6.10 If it is deemed that an air vent is needed within the room where the wood burner will be situated, this will be quoted for, supplied and installed. A HETAS certificate cannot be issued for any installations which require an air vent until one has been fitted.
- 6.11 **We are not responsible for delays outside our control.** We cannot take any responsibility for delays in work caused by postponed or cancelled delivery of goods from suppliers or subcontractor companies. If our performance of the products and services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a

risk of substantial delay you may contact us to end the contract and receive a refund for any products and services you have paid for but not received.

- 6.12 **If you do not allow us access to provide products and services.** If you have asked us to provide the products and services to you at your property and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 7.7 will apply.
- 6.13 If equipment for safe working at heights (e.g. scaffolding or a cherry picker) has been quoted for and confirmed, it may need to be erected before any works are started to prevent any delay in the installation.
- 6.14 **Reasons we may suspend the products and services.** We may have to suspend the products and services to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the products and services to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the products and services as requested by you or notified by us to you (see clause 5).
- 6.15 **Your rights if we suspend the products and services.** We will contact you in advance to tell you we will be suspending the products and services, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend the products and services, or tell you we are going to suspend them, in each case for a period of more than 28 days and we will refund any sums you have paid in advance for products and services not provided to you.
- 6.16 **We may also suspend the products and services if you do not pay.** If you do not pay us for the products and services when you are supposed to (see clause 11.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 11.6). We will not charge you for the products and services during the period for which they are suspended. As well as suspending the products and services we can also charge you interest on your overdue payments (see clause 11.5).
- 6.17 **Supply of certificates.** As we are registered with professional bodies and are part of the competent persons scheme, we will provide all relevant certification for any

applicable works which we have carried out following completion of the works and payment of the final balance.

## 7. Your rights to end the contract

7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 10;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 7.2;
- (c) **If you have just changed your mind about the product, see** clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see** [clause 7.7].

7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 5.1);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products and services bought over the telephone or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund.

These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 **Handling fee.** If you chose to change your mind or return any goods, you will be subject to a handling fee for each item returned.

7.5 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) products that have been installed or used such as certain showroom accessories;
- (b) services, once these have been completed, even if the cancellation period is still running;
- (c) any products which become mixed inseparably with other items after their delivery; and
- (d) any products which have been ordered according to your specification which can no longer be returned by us to the supplier or manufacturer of the products.

7.6 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought services?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought goods?**, if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless**:
  - (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
  - (ii) **Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

7.7 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a

contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

## **8. How to end the contract with us (including if you have changed your mind)**

8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by phone, email or post. Call customer services on 01328 800369, email us at [arcadiahomeheating@gmail.com](mailto:arcadiahomeheating@gmail.com) or write to us at Arcadia Home Heating, Heath Barn, Norwich Road, Fakenham, Norfolk, NR21 8LZ. Please provide details of what you bought, when you ordered or received it and your name and address.

8.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must return the goods in person to where you bought them, post them back to us at Arcadia Home Heating, Heath Barn, Norwich Road, Fakenham, Norfolk, NR21 8LZ or (if they are not suitable for posting) allow us to collect them from you. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

8.3 **When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or mistakenly described;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- (c) if you are exercising your right to change your mind.

In all other circumstances you must pay the costs of return.

8.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

8.5 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.6 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## 9. **Our rights to end the contract**

9.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time, give us access to your property to enable us to provide the products and services to you.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products and services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 **We may stop providing the products and services.** We may write to you to let you know that we are going to stop providing the products and services. We will let you know at least 7 days in advance of our stopping the products and services and will refund any sums you have paid in advance for products and services which will not be provided.

## 10. **If there is a problem with the products and services**

10.1 **How to tell us about problems.** If you have any questions or complaints about the products and services, please contact us. You can contact us by telephoning our consumer service team at 01328 800369 or by writing to us at Arcadia Home Heating, Heath Barn, Norwich Road, Fakenham, Norfolk, NR21 8LZ.

10.2 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the products and services. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

10.3 **Our guarantee in addition to your legal rights.** We offer the following goodwill guarantee which is in addition to your legal rights (as described in clause 10.2) and does not affect them. In the unlikely event there is any defect with the products and services:

- (a) if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the products and services.
- (b) in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably

can. If we fail to remedy the defect we will refund the price you have paid for the products and services.

- 10.4 **Transferring our guarantee.** You may transfer our guarantee at clause 10.3 to a person who has acquired any item or property in respect of which we have provided the products and services. We may require the person to whom the guarantee is transferred to provide reasonable written evidence that they are now the owner of the relevant item or property.

## 11. Price and payment

- 11.1 **Where to find the price for the products and services.** The price of the products and services (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We use our best efforts to ensure that the prices of products and services advised to you are correct. However please see clause 11.3 for what happens if we discover an error in the price of the products and services you order.
- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the products and services, we will adjust the rate of VAT that you pay, unless you have already paid for the products and services in full before the change in the rate of VAT takes effect.
- 11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products and services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the goods or service's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order.
- 11.4 **When you must pay and how you must pay.** You must pay a non-refundable deposit at the point of order. This deposit must be no less than 50% of the value of the total order. A further payment of 25% of the order total must be paid before any work is commenced. We will invoice you for the balance of the order total when we have completed the services and supplied you with any products. You must pay each invoice within 7 calendar days after the date of the invoice. We accept payments by card, cheque, bank transfer and cash up to £1,000.
- 11.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 11.4) we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Lloyds Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment

of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 11.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 12. **Our responsibility for loss or damage suffered by you**

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 Although we take every reasonable measure to protect furniture and home interiors from dust and debris, we cannot accept any liability for damage to property during building work and we advise you to remove or protect valuable items for the duration of the works.
- 12.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and services as summarised at clause 10.2.
- 12.4 **When we are liable for damage to your property.** If we are providing products and services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the products and services.
- 12.5 **We are not liable for business losses.** If the products and services we supply or installed are used for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 13. **How we may use your personal information**

- 13.1 **How we will use your personal information.** We will use the personal information you provide to us to:

- (a) provide the products and services;
- (b) process your payment for such products and services; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

13.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products and services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

13.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

#### 14. **Other important terms**

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 7 days of us telling you about it and we will refund you any payments you have made in advance for goods and/or products and services not provided.

14.2 **Nobody else has any rights under this contract. (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. However in some circumstances guarantees may be transferable subject to any applicable manufacturer's own terms and conditions.

14.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products and services, we can still require you to make the payment at a later date.

- 14.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products and services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products and services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products and services in either the Northern Irish or the English courts.
- 14.6 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the RECC (with whom we are a member of) and proceed with its alternative dispute resolution procedure. We can provide you with details if requested.