

Terms and conditions of sale to consumers

These terms and conditions apply where you are a consumer (purchasing wholly or mainly for personal use), if you are a business, you should refer to the Terms and Conditions of Sale (business customers).

1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.
- 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 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 Gemtex Heating Solutions Limited a company registered in England and Wales. Our company registration number is 10617497 and our registered office is at Suite 7 Wessex House, St. Leonards Road, Bournemouth, BH8 8QS. Our registered VAT number is GB273999633.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01256 587800 or by writing to us at info@gemtex.co.uk or Unit 3 The Glenmore Centre, Fancy Road, Poole, BH12 4FB.
- 2.3 **How we may contact you.** If we need 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 contact you to accept it, 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 product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order acknowledgement number.** We will assign an order number to your order, a call ID will also be assigned if we are due to carry out a service, details of which are available on request . It will help us if you can quote either of these numbers whenever you contact us about your order.

Our products

- 3.4 **Products may vary slightly from their pictures.** The images of the products in our brochure and on our website, are for illustrative purposes only. Although we have made every effort to ensure any products are accurately represented there may be minor variations.
- 3.5 **Product packaging may vary.** The packaging of the product may vary from any that is shown in

Terms and conditions of sale to consumers
images in our brochure and on our website.

Terms and conditions of sale to consumers

- 3.6 **Making sure your measurements are accurate.** Unless we have visited the address at which the product is to be installed and taken measurements, you are responsible for ensuring that the product will fit in the location which it is proposed to be installed.

4 Our rights to make changes

- 4.1 **Minor changes to the products.** We may change the product:

- 4.1.1 to reflect changes in relevant laws and regulatory requirements; and
- 4.1.2 to implement minor technical adjustments and improvements, for example to improve the operation of the product or to improve safety. These changes will not adversely affect your use of the product.

5 Providing the products

- 5.1 **Delivery costs.** The costs of delivery will be as notified to you before you place your order.

5.2 When we will provide the products

- 5.2.1 **If the products are goods.** If the products are goods we will contact you with an estimated delivery date, which will be within 30 days after the day on which we accept your order unless you agree a later date.
- 5.2.2 **If the products are one-off services.** We will begin the services on the date agreed with you during the order process.
- 5.2.3 **If the products are ongoing services.** We will supply the services to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 9.

- 5.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed 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 you have paid for but not received.

- 5.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery, a note informing you of how to rearrange delivery will be left to advise how to arrange redelivery.

- 5.5 **If you do not re-arrange delivery.** If after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and clause 9.2 will apply.

- 5.6 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services 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 9.2 will apply.

- 5.7 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.
- 5.8 **When you own goods.** You own a product which is goods once we have received payment in full.
- 5.9 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products or services to you. If so, this will have been notified to you before you placed your order. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 5.10 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product:
- 5.10.1 to deal with technical problems or make minor technical changes;
 - 5.10.2 to update the product to reflect changes in relevant laws and regulatory requirements;
 - 5.10.3 to make changes to the product as requested by you or notified by us to you (see clause 4);
 - 5.10.4 where we reasonably believe you are in breach of clause 6.6 or it would be unlawful to deliver the product.
- 5.11 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 5.12 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 11.4) and you still do not make payment within 3 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). As well as suspending the products we can also charge you interest on your overdue payments (see clause 11.5).

6 Aspects of the Services

- 6.1 Where we are providing services at a property you confirm that you are the owner of the property or have the owner's permission to allow us to carry out the services and that you have all other licenses, authorisation and consents to allow us to carry out the services.
- 6.2 We shall not be obliged to connect any appliance to any gas supply which is unsafe. If it appears to us that a gas supply is unsafe then we may cancel the contract, or with your agreement, suspend provision of the services until such a time as the gas supply is made safe.
- 6.3 You acknowledge that in carrying out the Services some cosmetic damage may be caused (for example, paint work, plaster, wall and floor covering) and that Gemtex will not be responsible for repairing such damage. If we were to accept responsibility for such cosmetic damage, our charges would be higher.
- 6.4 Unless agreed in writing, we will not be responsible for boxing in new or existing pipework.
- 6.5 We will not be obliged to:
- 6.5.1 carry out the services where any dangerous materials (such as asbestos) are present and carrying out the Services would create a risk to health or safety;
 - 6.5.2 remove any dangerous materials
- if any such materials are discovered, we may suspend provision of the services until such a time as you have arranged for their safe removal by a specialist contractor and we have received certification of safe removal from the contractor. If you fail to arrange for the remove the material or there is a material delay in its removal, then we may terminate the contract.
- 6.6 Where we are to supply any gas related goods to you, including but limited to, gas boiler spare parts or replacement flue, which we are not installing or fitting, you must confirm that the person taking delivery of the of the goods on your behalf is a Gas Safe registered engineer and that the goods will be installed or fitted by a Gas Safe registered engineer, we will need to you to provide evidence of this by either;
- 6.6.1 The gas safe registered engineer writing to us to confirm that they will be fitting the parts we are to supply to you or;
 - 6.6.2 By having the goods to be supplied sent direct to the gas safe registered engineers address, this will be the same address as they have listed on the Gas Safe Register website.
- 6.7 You shall provide us with:
- 6.7.1 access to your property to allow us to carry out the services;
 - 6.7.2 gas, electricity and water supplies (free of charge) at the location within the within your property where we will be carrying out the services and which in each case are safe;
- 6.8 If we consider your property to be unsafe or to represent a danger to the health and safety of anyone carrying out the services at the property on our behalf, unless attributable to our default, we may terminate the contract.

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:
- 7.1.1 **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 of or all your money back), see clause 10;
 - 7.1.2 **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;
 - 7.1.3 **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.
- 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 7.2.1 to 7.2.4 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:
- 7.2.1 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;
 - 7.2.2 there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - 7.2.3 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 30 days; or
 - 7.2.4 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 bought off-premises 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 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- 7.4.1 where you have specifically requested a visit from us to carry out urgent repairs or maintenance;
 - 7.4.2 services, once these have been completed, even if the cancellation period is still running;
 - 7.4.3 products sealed for health protection, once these have been unsealed after you receive them; and
 - 7.4.4 any products which become mixed inseparably with other items after their delivery.
- 7.5 **How long do I have to change my mind?** How long you have will depend on what you have ordered and how it is delivered.

Terms and conditions of sale to consumers

7.5.1 **Have you bought services?** If so, you have 14 days after the day we email or otherwise contact 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.

7.5.2 **Have you bought goods?** If so you have 14 days after the day you (or someone you nominate) receives the goods, **unless**:

7.5.2.1 **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.

7.5.2.2 **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.

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 doing one of the following:

8.1.1 **Phone or email.** Call customer services on 01256 587800 or email us at info@gemtex.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.1.2 **Online.** Fill in form found at www.gemtex.co.uk

8.1.3 **By post.** Fill in the form at the end of these terms (also available online to print off at www.gemtex.co.uk and post it to us at the address on the form. Or simply write to us at Unit 3 The Glenmore Centre, Fancy Road, Poole, BH12 4FB, including 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 post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01256 587800 or email us at info@gemtex.co.uk for a return label or to arrange collection. 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:

8.3.1 if the products are faulty or misdescribed;

8.3.2 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 because of something we have done wrong; or

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.

Terms and conditions of sale to consumers

- 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:
- 8.6.1 We may reduce your refund of the price 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 can inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 8.6.2 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 reasonably possible. If you are exercising your right to change your mind then:
- 8.7.1 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. For information about how to return a product to us, see clause 8.2.
- 8.7.2 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 for a product at any time by writing to you if:
- 9.1.1 you do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due;
- 9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- 9.1.3 you do not, within a reasonable time, allow us to deliver the products to you; or
- 9.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services.
- 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 we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur in relation of your breaking the contract.
- 9.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 30 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

Terms and conditions of sale to consumers

10 If there is a problem with the product

- 10.1 **How to tell us about problems.** If you have any questions or complaints about a product or service, please contact us. You can telephone our customer service team at 01256 587800 or write to us at info@gemtex.co.uk or Unit 3 The Glenmore Centre, Fancy Road, Poole, BH12 4FB.
- 10.2 **Your legal rights.** We are under a legal duty to supply products that are in conformity with this contract.
- 10.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must post them back to us or (if they are not suitable for posting) allow us to collect them from you. You will need to cover the costs of postage or collection. Please call customer services on 01256 587800 or email or write to us at info@gemtex.co.uk or Unit 3 The Glenmore Centre, Fancy Road, Poole, BH12 4FB for a return label or to arrange collection.
- 10.4 **Manufacturer's Warranty.** Certain goods have the benefit of a manufacturer's warranty, accordingly if the goods are defective or a fault develops you may be eligible for repair or replacement under the terms of the manufacturer's warranty. You should refer to the terms of the Manufacturer's Warranty as to eligibility and how to make a claim against the manufacturer. You may also contact customer services on 01256 587800 or email or write to us at info@gemtex.co.uk or Unit 3 The Glenmore Centre, Fancy Road, Poole, BH12 4FB, to inform us of any warranty claim.

11 Price and payment

- 11.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated in quote or our most recent price list, as provided to you or on your order form. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product 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 supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product 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 we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product'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 product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 11.4 **When you must pay and how you must pay.** We accept payment by Bank Transfer, Cheque, Debit or Credit card. We can also provide you with a payment link for you to make a direct payment online. When you must pay depends on what product you are buying and the terms agreed:
- 11.4.1 For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you unless a deposit or payment is required in relation to the order of the goods.

Terms and conditions of sale to consumers

11.4.2 For **services**, we will invoice you for the price of the services when they have been completed, unless a deposit or payment is required to secure the services. You must pay the invoice by the due date on the invoice. For any ongoing services we will invoice you as per the agreed terms, all invoices must be paid by the due date on each invoice and for the agreed term.

11.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue daily 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, but we are not responsible for any loss or damage that is not foreseeable. 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 **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 including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so other than damage as described in clause 7.3. 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

12.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products 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:
- 13.1.1 to supply the products to you;
 - 13.1.2 to process your payment for the products; and
 - 13.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this 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 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 requires 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 tell you if this happens and we will ensure that the transfer will not adversely affect your rights under the contract.
- 14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 **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.
- 14.5 **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 and it will not 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, we can still require you to make the payment at a later date.
- 14.6 **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 in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Terms and conditions of sale to consumers

Schedule 1 - Model Cancellation Form

You do not need to print and sign this document, to accept these terms simply reply to the email sent stating your acceptance.

(Complete and return this form only if you wish to withdraw from the contract) Subject to clause 8.4 in our terms and conditions of sale to Consumers:

To Gemtex Heating Solutions Limited
Unit 3 The Glenmore Centre,
Fancy Road,
Poole,
BH12 4FB
Tel: 01256 587800
Email: [info@gemtex.co.uk]

I/We* hereby give notice that I/We* cancel my/our* contract for:

the sale of the following goods:

the supply of the following service:

Ordered on [*]/received on [*]:

Name of consumer(s):

Address of consumer(s):

.....

.....

.....

Signature of consumer(s)

Date:

* Delete as appropriate