

# Installation Terms and Conditions

- References in these conditions to 'Swale Heating', 'we' and 'us' are references to Swale Heating Limited (company number 01076034), whose office is at Heard Way, Eurolink Industrial Estate, Sittingbourne, Kent, ME10 3SA. References to the 'customer' and 'you' are references to the person to whom the quotation is addressed.
- These terms and conditions ('terms') tell you how we will provide products and services to you, how you may end the contract, what to do if there is a problem and other important information. Please read these terms carefully before placing your order. By placing an order you agree to be bound by these terms.
- Once you place your order (by telephoning 0800 731 33 44 or by signing and sending the order form to us or by submitting an order online), and your order is accepted by us, a contract between you and us will be formed and that contract will be subject to these terms and the quotation ('contract').
- Swale Heating reserves the right to decline any order at its discretion.
- Swale Heating reserves the right to cancel any online order, should we find, on arrival at the property, that it is not possible to carry out the work, which has been quoted for and requested by the customer. This decision is entirely at the discretion of Swale Heating. In this scenario a full refund would be provided.
- The customer warrants that the information they provide during the online purchasing process is true and accurate. If we find any inaccuracies in the information provided by you, then we reserve the right to charge an additional fee for the installation and/or to cancel the contract between you and us. In the event of cancellation a restocking fee, currently £150 inc VAT (subject to change from time to time), will be charged for the aborted installation if you are outside of your cooling off period (see paragraphs 95 to 100). This restocking fee may be deducted from any refund due to you.
- When placing an online order via our website, we will, if we accept your order, email a confirmation to the email address provided during the ordering process which will confirm:
  - The specification of the work we will carry out
  - The total cost of the installation
  - The arrangements for the delivery of the materials
  - Your cancellation rights and the process to exercise it
  - The appliance guarantee and details of any after sales maintenance cover
  - Our telephone number for any warranty claims and/or breakdowns
- By placing an order, you are confirming you are the owner of the property detailed in the quotation (or the email confirmation) or that permission from the owner has been granted.
- The contract is subject to availability of appliance(s), equipment and other materials. Where necessary we will offer a suitable alternative, if available, which will be subject to your acceptance.

## PRICE

- This price detailed in the quotation includes the supply and installation of all the components and materials required to carry out the work specified unless stated otherwise in these terms and/or the quotation.
- The price includes VAT unless otherwise stated. If the rate of VAT changes between the date of the order and the date of delivery or performance, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
- If your heating system qualifies for our 1st year's fully comprehensive central heating system cover promotion, this will be detailed in the pricing schedule of your quotation. The full terms of this cover can be found at [www.swaleheating.com/boiler-cover-and-service-plans](http://www.swaleheating.com/boiler-cover-and-service-plans). Please note this cover does not include an annual service. We will write to you 11 months after the installation with information regarding ongoing central heating maintenance packages.
- We have made an allowance in your quotation price for removing the redundant materials from your property. Should you wish to keep any material, for example the copper cylinder, we will need to make an adjustment to the price detailed in your quotation.
- The price or prices quoted are valid for 28 days from the date of quotation and are strictly subject to the works being ordered for completion within 90 days of the quotation date. This clause does not apply to special offers which will be subject to variable closing dates, full details of which will be detailed in the offer. Prices are otherwise subject to variation from time to time.

## PAYMENT

- If you enter into a separate finance agreement you must ensure you meet the payment terms set out in that agreement.
- Any balances are payable to the engineer following handover of the system.
- You must pay all amounts due to us (including any deposits) in accordance with the quotation.
- Title to goods will not pass to you until we receive payment for the goods in full and cleared funds. If you do not pay all amounts due to us in accordance with the quotation, we may require you upon reasonable notice to return and deliver up goods to us failing which we shall take legal proceedings to recover the goods or their value.
- If you do not make any payment due to us by the due date for payment, 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 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.
- If you purchase your boiler and installation online, via our interactive quotation tool, then full payment must be made in full and cleared funds prior to the start of the installation. Alternatively, a finance product must be in place with you and our partner, Novuna Personal Finance. We will introduce the customer to Novuna Personal Finance on a referral basis only.
- Credit is subject to status and affordability. Terms and conditions apply. Swale Heating Limited, Heard Way, Eurolink Ind, Est, Sittingbourne, Kent, ME10 3SA (register no. 01076034) act as a credit broker and not the lender. Credit provided by Novuna Personal Finance, a trading style of Mitsubishi HC Capital UK PLC, authorised and regulated by the financial Conduct Authority (Register no. 704348)

## WHAT IS INCLUDED

- We will carry out the boiler upgrade (if applicable) and central heating improvements as detailed in the quotation.
- We will deliver the materials for the installation to the customer's property. Whilst we will endeavour to ensure delivery is made on any dates and times specified, delivery dates and times are estimates only. Delivery is made by a third party and in the event of a later delivery, this does not give cause for cancellation of the installation (unless within your cooling off period) and Swale Heating shall not be liable to you for any loss suffered as a result of late delivery.
- The existing system will be drained down where necessary and redundant materials will be carefully disconnected and removed from site. Dustsheets will be used to protect your furnishings. We will hot flush and clean the system after fitting the new boiler.
- Upon completion we will fill the system and ensure corrosion proofer is added. We will test and adjust the boiler and controls and leave the system in good working order. We will ensure that you are satisfied with the work and that you understand the controls, as well as carrying out the necessary safety checks.
- All wiring to the boiler, pump and controls will be carried out to current BS 7671 standards and surface installed. An N.I.C.E.I.C. certificate will be provided following completion of the works.
- If applicable, the fanned flue terminal will be carefully cut through the outside wall and sealed. Every care will be taken to minimise the disturbance of brickwork. If necessary, a suitable flue guard will be fitted and protection to eaves or soffits will be included where applicable.
- Non return, back flow prevention devices (including those associated with water meters) fitted to the mains supply can cause a pressure build up which could damage the boiler and other household appliances. Therefore, to keep in line with the manufacturer's instructions, if applicable, we will supply and fit a mini expansion vessel (0.16l) adjacent to the boiler on the cold mains supply.
- This quotation only includes making good holes and the lifting and refitting of floorboards where specified. Please note: if necessary, floorboards may have to be cut in order to be lifted. We cannot be held responsible for their replacement if this is the case.
- Should repairs to brickwork be necessary we will endeavour to match the existing bricks as best as possible, however if an exact match is required it is preferable that the customer supplies the bricks. Furthermore, matching colour, texture and the general appearance of bricks and mortar is not always possible due to older products ceasing production and the effects of weathering over time. The customer accepts that appearance differences should be expected.
- If applicable we will remove the cold water storage tank, cylinder and feed and expansion tank if possible. Note; if the existing cold tank is found to contain asbestos cement, the tank will be drained and only removed if the loft access is of a size that allows removal of the tank in one piece. If this is not possible we will seal the tank in plastic sheeting and it will remain in the loft in accordance with local water by-laws.
- If we are converting your system from a conventional to a combination setup we will reconnect to the existing domestic supplies as necessary and change the cold water down service onto the cold mains.
- If applicable we will connect to any existing underfloor heating circuits, please note we will not be responsible for any issues that may occur with any existing underfloor heating circuits or manifolds.

## GUARANTEE & WARRANTY

- All work and materials are guaranteed by Swale Heating for twelve months from the date of completion of the installation ('**guarantee period**'). Swale Heating's guarantee covers the expected performance of the parts we install. You can make a claim under Swale Heating's guarantee by calling our service line on 01795 477098 or by emailing [sales@swaleheating.com](mailto:sales@swaleheating.com). When a claim is made we will conduct an inspection and, where you have a valid claim under the guarantee, we will either make an adjustment or replace the part. Certain individual materials e.g. the boiler, carry longer manufacturer warranties and these will be detailed in your quotation. All the boilers which we supply, come with varying lengths of warranty (up to 10 years). Please be aware that you must have the boiler serviced annually by a Gas Safe or OFTEC registered engineer to maintain the boiler warranty. The guarantee and warranty given by us and the boiler manufacturer does not take away any rights you may have under law and are in addition to your statutory consumer rights. Please note that Citizens Advice Consumer Service can be contacted on 03454 040 506 if required for advice on your consumer rights.
- The Stelrad radiators we supply have a 10 year manufacturer guarantee.
- The timers and controls we supply typically have a 2 year manufacturer guarantee. Swale Heating can provide specific details upon request.
- You must notify us of any warranty or guarantee claim as soon as reasonably possible and in any event within 14 days after you become aware of the fault.
- If a product we have supplied fails within the guarantee period (excluding the boiler, which has a longer manufacturer warranty as per your quotation), we will replace or repair it free of charge, unless the failure is due to third party interference, fair wear and tear, wilful damage, accident, negligence by you or any third party, failure to follow instructions, failure to service a Condensafe annually in accordance with paragraph 74 (where applicable) or any alteration undertaken by you or a third party. This does not take away any rights you may have in law.
- Swale Heating will register your boiler installation with the relevant manufacturer on your behalf. A certificate explaining what is and is not covered can be provided upon request. Any component or part of the existing system that is re-used cannot be covered by our own guarantee.
- The pipework and tanks installed, will be insulated in accordance with the specification. We cannot however, accept liability for damage caused by extreme weather conditions.
- Swale Heating's guarantee is restricted to only the materials and appliances installed by Swale Heating. No liability can be accepted for damage caused by disturbance of any existing supplies, tanks, cylinders or fire surrounds, however, all reasonable care and skill will be used.

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42. Please note a combination boiler system is likely to provide a lower hot water supply flow rate than a conventional system. This is exaggerated when two hot supplies are used at the same time. Swale Heating recommends, if you have a shower fitted within the property, you consult with the shower manufacturer to confirm that it will be compatible with a high-pressure system and will not leak. Swale Heating is unable to guarantee the performance of any existing shower.
43. Please note the performance of a combination boiler or unvented cylinder is based on the incoming mains water pressure and flow, which must meet manufacturers requirements. We will recommend a suitable system for you however if you choose to install a combination boiler or unvented cylinder Swale heating cannot be held responsible for low performance caused by low incoming mains water pressure.
44. Any guarantee will be null and void as a result of: any failure to carry out maintenance in accordance with the manufacturer's instructions, deliberate damage or vandalism and any variation or fluctuation with the mains cold water flow rate at the property.
45. We offer a comprehensive after sales service and comprehensive service contracts to all of our customers at an additional cost (details on request). You will also be notified in writing when your guarantee expires. Please note, your guarantee expiry does not take away any rights that you may have in law.
46. We offer maintenance contracts at an additional cost to cover your existing heating system whilst your boiler is under warranty. Further information can be found at [www.swaleheating.com/boiler-cover-and-service-plans](http://www.swaleheating.com/boiler-cover-and-service-plans).

## WHAT IS NOT COVERED

47. Fitted carpets and other floor coverings can be removed and re-laid at the customer's specific request, but this may be subject to additional charge. Whilst every care will be taken, we cannot guarantee to relay floor coverings as originally fitted. You may require the services of a carpet fitter to re stretch carpets. This is especially relevant with very recently laid carpet.
48. All efforts will be made to ascertain the compliance and suitability of the electrical installation at the survey stage, however it is not always reasonably possible to confirm this during the survey. Any existing electrical issues which are found during the installation process, which may cause our work to become unsafe or non-compliant, will be discussed with the customer at the time with the aim of reaching a resolution. If existing main bonding is not in place or is not deemed to be suitable, it will be installed as part of our works. We will always assist in rectifying issues with the main earth to the property, but this may be subject to an additional cost.
49. If you purchase your new boiler and installation via our online interactive quotation tool, it will not have been possible for us to ascertain the compliance and suitability of the electrical installation. If we find faults or issues with the installation, we will seek to provide a chargeable solution. If this is not possible, or you decline the additional work required, then the boiler will not be energised and commissioned, but you will still be liable for the full cost of the boiler and installation as detailed in the quotation or in the online order email confirmation. We will return free of charge to commission the boiler if you use a third party to rectify the electrical issues.
50. Please be aware that if Swale Heating identify that your property does not have a sufficient mains earth we will need to install a new earth rod, which will incur an additional cost (currently £150.00 including VAT but this is subject to change from time to time).
51. In the event that the installation of main bonding is declined, main earth issues cannot be rectified or the existing wiring to property is non-compliant, it may not be possible for us to energise our installation until these issues have been rectified. We will generally ask the customer to provide their own approved electrical contractor to rectify any non-compliances with the existing wiring. Any recommendations regarding the existing installation will be noted on the N.I.C.E.I.C. certificate for the customer's attention.
52. Unless otherwise specified the price detailed in the quotation does not include the removal of any dangerous materials such as asbestos. Should a dangerous material be discovered during the installation, Swale Heating can arrange for a specialist contractor to attend to remove the materials at an extra cost. Should you choose to remove the asbestos independently, without the use of Swale Heating's appointed contractor, Swale Heating will ask you to provide a certificate ('Clean Air Certificate') to confirm the safe removal of the substance.
53. If applicable, the existing heating circuit will be re-used providing it is confirmed to be a suitable two-pipe flow and return system. If it is not, we will need to provide you with a separate quotation to re-pipe the circuit to ensure the new boiler is able to work at its maximum efficiency. In the vast majority of cases once we have lifted the floor boards, we will find that the circuit is a two pipe flow and return system but we cannot confirm this until the floor boards are lifted.
54. If you purchase your new boiler and installation via our online interactive quotation tool, then the existing gas supply cannot be tested until an engineer is on site. We may find the existing supply at the boiler to be unsuitable, in which case we will provide a separate quotation for a new supply which meets with the current manufacturer and Gas Safe regulations.
55. If you purchase your new boiler and installation by utilising our onsite survey facility with one of our sales consultants, then unless otherwise stated in your quotation, if we reuse your existing gas supply and it fails the commissioning tests, a separate quotation will be provided for a new gas supply to ensure manufacturer and gas safe regulations are met. This is amplified in cases where the existing gas pipework is not visible, and the size of the gas pipe cannot be determined at point of survey. This will cover the most direct and straightforward route for the gas pipe. If a more complex route is preferred, then additional costs will be payable by you. We will be unable to commission the appliance if the gas supply does not meet manufacturer's requirements.
56. We have also assumed that the existing pipework (not visible for inspection) will be of correct sizing and unaffected by blockages, incorrect falls or leaks. We have also assumed that the existing pipework is not affected by a build-up of sludge or scale. In the event that the existing pipework has a level of sludge and/or scale, which affects the system operating efficiently, Swale Heating will not be accountable for the new boiler's performance and will recommend that a Magnacleanse is conducted (if not already included in your quotation), for an extra charge. Please note, in cases of extreme sludge, we may need to carry out a 'Powerflush', the cost of which is not included in the quotation unless specified.
57. If we are sealing your central heating system, the feed and expansion cistern will be removed and the water pressure within the system raised above "atmospheric". Occasionally the higher working pressures associated with this type of installation may result in existing weakened fittings and radiators leaking. The work necessary to repair leaks or to replace radiators and the like are excluded from the quotation.
58. We recommend if your current system contains microbore pipe work that you consider re-piping it using copper tube. The price for this work is available on request and is not included in the quotation. If you do not wish to have this work carried out, we regret that we cannot guarantee the optimum performance of your new boiler and system.

59. If you require work to be carried out outside normal working hours, Swale Heating may make a reasonable additional charge.
60. The quotation does not include the removal of any cupboard or storage units. If removal is required, we will remove this carefully and reinstate if possible. We can not be held responsible for any damage caused and cannot guarantee an exact finish
61. Unless stated otherwise, the quotation does not include the use of scaffolding when safe access is not available from a ladder.
62. We have assumed that your property is in a good state of repair and contains no structural defects or weaknesses. We will not be responsible for any damage caused to your property as a result of any existing defects.
63. Unless stated otherwise, existing vertical flues will be left in situ in the roof. Any costs to remove and make good the roof is not included in this quotation.
64. This quotation assumes the gas supply and associated gas appliances to and in the property are classified as domestic. If work at the specified property is classified at a commercial level (total KW output of gas appliances equal to or greater than 70KW, a commercial gas meter is at the property or is required, or if the volume of gas in the meter and pipework exceeds 0.035m<sup>3</sup>) additional charges will be payable by you.

## OUR OBLIGATION TO YOU

65. Competent qualified tradesmen using sound materials will carry out all work using reasonable care and skill. All of our operatives will be adequately supervised when required. We will carry out all statutory notifications to local Authority Building Control, Gas Regulation, OFTEC and NICEIC. These documents should be kept in a safe place as they are important when selling your property.
66. To ensure that we are able to meet the requirements of our customers by providing the shortest possible lead times for installations we do on occasions employ sub-contracted labour. All of our sub-contractors are fully qualified and Gas Safe/ OFTEC registered, furthermore they have met our own high standards of workmanship and are fully approved by Swale Heating Limited. They all carry Swale Heating identity cards.
67. Products in the market place change rapidly, therefore illustrations on our website are a guide only and products may be substituted or superseded. Any products supplied, which are different to the illustrations on our website will not be of inferior quality to the one which they replace.

## YOUR OBLIGATION TO SWALE HEATING

68. All qualifying conditions in our quotation must be met within 28 days of the survey otherwise Swale Heating may withdraw the contract without liability to you.
69. If you purchase your new boiler and installation via our online interactive quotation tool, then we will ask you to provide various photographs of your property and the current boiler during the ordering process. We will rely on these photographs to evaluate the suitability of the products you have ordered and the extent of the work which needs to be performed at your property. The customer hereby confirms that the photographs supplied are true and accurate images of the property. If, upon inspection of the photographs or once we physically attend site, we determine that additional work is required, outside of the scope of the original quotation, we will inform the customer immediately. Additional costs will be explained and we will request a 'Works Variation Form' is signed (physically or by email) to confirm the changes and the increased cost. If you no longer wish to proceed with the installation following the issue of a Works Variation Form and you are outside of your cooling off period, we will refund your order in full less a restocking fee, which is currently £150 inc VAT (subject to change from time to time).
70. Swale Heating reserve the right to decline any order placed via our online tool.
71. You should ensure that any necessary licenses, authorities or permissions including the consent of the landlord are obtained prior to any work commencing.
72. The customer will ensure parking and access is available for the delivery of the materials for the installation. If this is not adhered to and a redelivery is required, the company reserve the right to charge an additional appropriate redelivery fee.
73. The customer will ensure safekeeping of all materials delivered prior to the installation.
74. Unrestricted access to the premises is required in order that the installation may be undertaken. If you do not allow us access to your property as required (and you do not have a good reason for this) we may charge you any additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you to arrange access to your property we may end the contract between you and us.
75. We will require you to provide free access to water, gas and electricity during the installation. Our operatives will also require welfare facilities and drinking water when on site.
76. Where insulation and other work is to be carried out in the roof space it must be cleared of stored articles by you in advance.
77. If external contractors are onsite during or near to your installation, we will not be responsible for any works and/or damage caused by others. If rectification works are required due to work carried out by a third party a separate quotation will be provided.
78. If your quotation includes a smart heating control e.g. Nest, OWL Intuition Smart Heating Control, Drayton miGenie, Honeywell EvoHome, Worcester Wave or Vaillant VSmart, Swale Heating assume that at the time of installation a working internet connection with WiFi ability will be in place. Swale Heating will also assume that your broadband and WiFi connection in your home is sufficient to support a Smart Control unit. Swale Heating will not accept responsibility for the failure of any Smart Control if any changes have been made to the heating system following the installation being carried out. Swale Heating will not be liable for any costs or damages incurred as a result of your Smart Control not being used as specified in the user instruction manual, as a result of a failure of your mobile device and/or your internet connection nor any costs associated with the exceeding of data usage limits, or unauthorised usage (e.g. if your mobile device is stolen). The replacement of batteries is the responsibility of the customer. Some Smart Controls will self-learn your heating and hot water patterns and automatically adjust your heating and/or hot water schedule accordingly. Please note some Smart Controls are registered on the manufacturer's network. This is for the purposes of troubleshooting and monitoring performance. Should a fault arise, the manufacturer should be the first point of contact for troubleshooting using the phone number listed in your user instruction manual. Following the purchase and installation of a Smart Control, Swale Heating will not be responsible for the replacement of the Smart Control if you, the customer, requests an alternate control.

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79. The quotation provided by Swale Heating is based upon the existing layout of the property, including the number of radiators and bathrooms. Any changes to the property including extensions may mean that the boiler we have quoted for is undersized. If you're planning an extension to your property please ensure this is discussed with our representative so that the boiler can be sized appropriately. If you're utilising our online interactive quotation tool, then you must base your answers on the planned size of the property.
80. Please note, if we are fitting a Condensafe, this is a serviceable item. It will require replacement annually when the boiler service is carried out, and our current annual charge for this is £45.00 inc. VAT (if carried out with an annual boiler service). The Condensafe's function is to neutralize the mildly acidic water, 'condense', produced by the boiler.
81. Our engineers may visit with supervisors, managers or apprentices. They will also take pictures of the installation for our auditing purposes.

### LIABILITY

82. Unless due to the negligence of Swale Heating, its sub-contractors or their respective employees, you are responsible for any damage or loss to property that arises from the performance of services at your premises.
83. Swale Heating will make every reasonable effort to start and complete the work as agreed but cannot accept liability for delays beyond our control.
84. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms or our negligence, but we are not responsible for any loss or damage that was not foreseeable to both parties at the start of the agreement.
85. We will not be liable for any running costs or energy consumption of any appliances you choose to have installed; this includes but is not limited to any electric boilers being installed. We recommend consulting the manufacturer for advice on running costs.
86. We will not be liable to you for any business losses. We are only providing goods and services to you for domestic and private use. If you use any products that we supply to you for any commercial, business or re-sale purpose our total liability to you will be limited to the price paid.
87. We do not exclude or limit in any way our liability for death or personal injury caused by our negligence or any other liability which cannot be excluded or limited under law.
88. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an event outside our control.

### COMPLAINTS

89. We have a complaint resolution policy which can be found at [www.swaleheating.com/contacts](http://www.swaleheating.com/contacts). Please contact Swale Heating initially to register any complaint.
90. It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations, please contact us.
91. In the unlikely event of an issue with our work, the customer undertakes to allow us access to the property to rectify the problem.
92. If any of the terms used in these terms require additional clarification please contact our Sales Department on 0800 731 33 44 or visit [www.swaleheating.com/glossary](http://www.swaleheating.com/glossary).

### OTHER IMPORTANT TERMS

93. We may transfer our rights and obligations under these terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights under these terms.
94. You may transfer your rights under these terms to another person by notifying us in writing. This includes if you sell your home and wish to transfer the benefit of the guarantee and warranty to the new owner.
95. You may only transfer your obligations under these terms to another person if we agree in writing.
96. The contract is between you and us. No other person shall have any rights to enforce any of its terms.
97. 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.
98. If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
99. These terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

### OUR CANCELLATION RIGHTS

100. We may have to cancel a contract due to events outside of our control or the unavailability of stock. If this happens we will promptly contact you to let you know.

### YOUR CANCELLATION RIGHTS

101. **Subject to the remaining paragraphs of this section, you can cancel the contract between you and us up to 14 days after goods are delivered to you without giving any reason. This is called your 'cooling off period'.**
102. You are not entitled to cancel or obtain a refund (i) in respect of goods that have been made to your specification or are clearly personalised or (ii) where urgent repair or maintenance is carried out.
103. If you cancel your agreement within the cooling off period then, subject to paragraph 98, we will refund to you all payments that we have received from you, other than non-standard delivery charges, within 14 days of receiving your cancellation notice.
104. If you have expressly opted to start the work within the cooling off period (by signing the express request for installation box in the quotation) and then choose to cancel after our services have started and before the cooling off period ends:
  - a. you will be under an obligation to pay for the reasonable costs incurred by us in performing those services and we may deduct this from any refund that you are owed or, if your refund has already been processed, charge you for such costs; and
  - b. we will also be entitled to deduct from your refund or charge you (if your refund has already been processed) the amount by which the value of any installed goods has been diminished as a result of customer handling beyond what is necessary to establish the goods' nature, characteristics and functioning, up to 100% of the contract price. Please note that a boiler's value is likely to be significantly diminished if it has been used.
105. If you have expressly opted to start the work within the cooling off period (by signing the quotation or by submitting an order online) you will lose your right to cancel within the cooling off period if the service is performed in its entirety.
106. If you cancel this agreement within the cooling off period, we will collect the goods from you within 14 days of receiving your cancellation notice (on a date agreed between us) and you agree to pay our reasonable and direct costs and expenses incurred in their collection (including the cost of uninstalling goods if you have asked us to do this).

### HOW TO CANCEL

107. If you wish to cancel your agreement within your cooling off period, you can do so by completing the form (you do not have to) at the bottom of this page, or alternatively by calling us on 0800 731 33 44 or email us at [sales@swaleheating.com](mailto:sales@swaleheating.com).

#### Cancellation Form

If you wish to cancel your agreement with Swale Heating, during your cooling off period, please complete, detach and return this form to the address below, email us at [sales@swaleheating.com](mailto:sales@swaleheating.com) or alternatively call us on 0800 731 33 44.

To: Sales Department *Swale Heating Limited*  
*Eurolink Industrial Estate*  
*Heard Way*  
*Sittingbourne*  
*Kent*  
*ME10 3SA*

I/We hereby give notice that I/We wish to cancel my/our central heating agreement.

Quote Number:

Name:

Address:  
Postcode:

Signature:

Date: