

Terms and Conditions of
Heat Pump Central Ltd

Contents

1	About us	1
2	The meaning of some words used in these terms and conditions	1
3	Orders and booking.....	3
4	Payment	4
5	Value Added Tax.....	4
6	Availability	4
7	Making changes to your order.....	5
8	Cancellation Charges and Refunds	5
9	Reassessment.....	5
10	Attendance	6
11	Providing services	6
12	Prices	7
13	Data Protection.....	7
14	Failure to pay.....	8
15	Photographic and Sound recording equipment.....	8
16	Faulty services	8
17	Events beyond our control	8
18	Force majeure	8
19	Our liability to Business Customers	9
20	Your information	9
21	No third party rights	9
23	Complaints	10
24	Copyright.....	10
25	Governing law and jurisdiction	10
26	General terms.....	10

1 About us

We are Heat Pump Central Limited, a company registered in England and Wales under company number: 10474606.

Our registered office is at: Unit 16 Dunstall Park Road, Derby, England, DE24 8HJ.

Our VAT number is: 258042116.

How to contact us

You can contact us by sending an email to info@heatpumpcentral.co.uk or calling us on 0330 2232604

2 The meaning of some words used in these terms and conditions

- 2.1 These terms apply to any order and any booking you make over the telephone or online. Please read these terms carefully before you place any orders or make any bookings on our site, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order or make your booking.
- 2.2 These Conditions apply to and form part of the Contract between us and you. They supersede any previously issued terms and conditions of supply.
- 2.3 For the purposes of these terms, you are a **'Business Customer'** if you are buying services from our site for purposes relating to your trade, business, craft or profession.
- 2.4 Any reference to **'we'**, **'us'**, **'our'** or **'HPC'** in these terms is to Heat Pump Central Limited, and any reference to **'you'** or **'your'** is to the person placing an order or making a booking.
- 2.5 **'ASHP'** means air source heat pump.
- 2.6 **'Business Customers'** means a sole trader, a limited entity, public limited company, private company limited by guarantee, private company limited by shares or private unlimited company.
- 2.7 **'BUS Voucher'** means boiler upgrade scheme voucher.
- 2.8 **'Candidate(s)'** means an individual attending the course provided by us.
- 2.9 **'Conditions'** means our terms and conditions of supply set out in this document.
- 2.10 **'Contract'** means the agreement between us and you for the supply of Services incorporating these Conditions and the Order and including all their respective schedules, attachments, annexures, and statements of work.
- 2.11 **'Controller'** shall have the meaning given to it in applicable Data Protection Laws from time to time.
- 2.12 **'Data Protection Laws'** means, as binding on either party or the Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement or supplement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.
- 2.13 **'Design'** includes heat loss calculations, hot water design, heat pump spec, emitter sizing

- 2.14 'Force majeure' means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving us or our workforce, but excluding your inability to pay or circumstances resulting in your inability to pay.
- 2.15 'GDPR' means General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).
- 2.16 'GSHP' means ground source heat pump.
- 2.17 'Installation' means the heat pump installation carried out by the installer (not Heat Pump Central Limited)
- 2.18 'Location' means the address or addresses for performance of the Services.
- 2.19 'MCS (Microgeneration Certification Scheme) Accreditation' is an industry-led quality assurance scheme, which demonstrates the quality and reliability of installation companies.
- 2.20 'Order' means the order for the Services from us placed by you in substantially the same form as set out in the Acknowledgement.
- 2.21 'Processor' shall have the meaning given to it in applicable Data Protection Laws from time to time.
- 2.22 'Products' means any goods supplied by Heat Pump Central Limited.
- 2.23 'Personal Data' shall have the meaning given to it in applicable Data Protection Laws from time to time.
- 2.24 'Protected Data' means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract.
- 2.25 'Price' means the price for the Services set out in the Acknowledgement email.
- 2.26 'Public Liability Insurance' means a public liability insurance with the limit of indemnity of £5,000,000.
- 2.27 'QMS System' means quality management system.
- 2.28 'Services' means provision of training courses set out in the Acknowledgement email and to be performed by us for you in accordance with the Contract.
- 2.29 'Start date' means the start date of the course as provided in the Acknowledgement email.
- 2.30 'VAT' means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.
- 2.31 'UFH Commissioning' means underfloor heating commissioning.

- 2.32 These terms apply to any orders you make over the telephone or online. Please read these terms carefully before you make any bookings, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.
- 2.33 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.
- 2.34 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.
- 2.35 Your use of our site is governed by our Website Terms of Use.
- 2.36 MCS Accreditation is subject to these terms and conditions and the special terms and conditions at Schedule 1. In the event of any conflict the special terms and conditions at schedule 1 shall take precedent.

3 Orders and booking

- 3.1 Ordering Services from us. Below, we set out how a legally binding contract between you and us is made:
- 3.1.1 If you make a booking with us either over the phone or online, it means you have required to reserve a place on one or more set course dates (**Booking**). We have agreed to hold this for you for 72 hours to allow you to process a payment either by debit/credit card or bank transfer.
- 3.1.2 Provided that there is an available place on the course, the payment for the Services has been received by us, and we are otherwise able to accept your Booking, we will send you an acknowledgement email (**Acknowledgement**) as confirmation of your Booking, where we will specify:
- (a) information regarding the course qualification;
 - (b) start dates;
 - (c) course date(s)
 - (d) course times
 - (e) trainee names
 - (f) price
 - (g) pre-requisite requirements
- 3.1.3 You should check the acknowledgement email carefully and any errors should be brought to our attention within 5 working days of the date of the Acknowledgement email.
- 3.2 Acceptance of your order by us takes place when we receive a full payment for the Services and we send you an order Acknowledgement email, at which point a legally binding contract is formed between you and us on these terms.
- 3.3 You should keep a copy of these terms and conditions for your records.
- 3.4 We reserve the right to decline or accept any application for enrolment on any course.

3.5 If we do not accept your order, for example because we are unable to take payment, the services are unavailable, you are under 18 or live outside of the UK, or there has been a mistake regarding the pricing or description of the services, we will email you using the details you provided when you placed your order. We have the right to reject any order for any reason.

3.6 By making a Booking you confirm that you:

3.6.1 can understand spoken English; and

3.6.2 can read and write in English to GCSE level or equivalent.

3.6.3 are 18 years of age or older before the start of the course.

3.7 We accept no liability for any adverse consequences arising from your participation in a course which arose as a result of you not meeting the eligibility requirements described in clause 4.6.

4 Payment

All course fees are to be paid in full within 72 hours from making a Booking.

4.1 We accept:

4.1.1 bank transfers; and

4.1.2 the following credit cards and debit cards and PayPal. All credit card and debit card payments need to be authorised by the relevant card issuer. Payments made on credit cards cannot exceed £1000.00.

4.2 Should you require a pro-forma invoice in order to by bank transfer, full payment must be received within 48 hours of the date shown on your pro-forma invoice to secure your place on your preferred course date(s).

4.3 Any payments received and not honoured will incur a £25.00 charge.

5 Value Added Tax

5.1 All prices/costs quoted for the course are exclusive of VAT at the prevailing rate.

5.2 It is our policy to offer goods and services at the most reasonable price possible, however, if due to unforeseen circumstances beyond our control, we deem it necessary to alter any advertised price, we reserve the right to do so without prior notice.

5.3 The most up-to-date price will be published on our website. These prices supersede any print.

6 Availability

All orders are subject to availability. We cannot guarantee that any service will be available at any given time. In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop providing certain services. If this happens and it affects your order, we will notify you by email, cancel your order and provide you with a refund of any advance payments made by you for any services that have not yet been provided.

7 Making changes to your order

- 7.1 Should you wish to make any date changes to your Booking, you will be incurring the following charges:
- 7.1.1 No charge for requests to reschedule a Booking received more than 28 calendar days in advance of the Start date;
 - 7.1.2 An administration fee of £25 plus VAT for requests to reschedule a Booking received between 14 and 28 calendar days prior to the course Start date.
 - 7.1.3 50 percent of the value of the original booking for requests to reschedule a Booking received less than 14 days before the Start date.
- 7.2 Course moves will be made at our discretion and can only be made once.

8 Cancellation Charges and Refunds

- 8.1 To cancel the Contract with us, please let us know in writing to training@heatpumpcentral.co.uk.
- 8.2 For any cancellation requests:
- 8.2.1 received more than 28 days prior to the Start date, a full refund will be given;
 - 8.2.2 received between 22 and 28 days prior to the Start date, you will be required to pay 20% of the total value of the booking;
 - 8.2.3 received between 14 and 21 days prior to the Start date, you will be required to pay 50% of the total value of the booking;
 - 8.2.4 less than 14 days prior to the Start date, you will not be entitled to a refund of any prepayment.
- 8.3 In the event of non-attendance, no refund will be given.
- 8.4 We reserve the right to cancel or re-schedule any course or examination and to make other amendments to the published programme without compensation, other than reimbursement of fees in the event of a course cancellation.
- 8.5 We shall also vary any course to take account of new regulations or the requirements of the accrediting bodies for which an additional charge may be made if such change occurs after the date of your enrolment.
- 8.6 No refunds will be given for any Candidates who do not achieve the certification.

9 Reassessment

- 9.1 The cost of any reassessment shall be borne by you.
- 9.2 If the required level of competency is not achieved in either the practical or theory assessment, a candidate may be required to be reassessed on the sections which they have been unsuccessful in.

9.3 A re-sit must be completed within 90 calendar days of initial assessment and within 30 calendar days of reassessment.

9.4 The re-sit fee is £200.00+ VAT per day.

10 Attendance

10.1 Once a course has been commenced, you must attend all sessions necessary to complete the course. You will not be entitled to any refund for any absence.

10.2 You must attend courses during normal course hours which are normally from 08:30 to 17:00 (unless otherwise stated) from Monday to Friday. We have a right to alter these days and times from time to time.

10.3 By Attending the course, you agree to not use any disruptive, threatening, or violent behaviour against any employee or any other candidate. A breach of this provision may result in your immediate ejection from the course without reimbursement.

11 Providing services

11.1 We will provide the Services at the time(s) and on the date(s) selected by you or within the period agreed with you during the order process.

11.2 For services provided over a period of time, any completion dates stated during the order process, or in your acknowledgment or confirmation emails, are estimates.

11.3 Our aim is to always provide you with the Services:

11.3.1 using reasonable care and skill;

11.3.2 in compliance with commonly accepted practices and standards within the MCS Accreditation standards;

11.4 The services will be provided at our Location.

11.5 We will do all that we reasonably can to provide the services at the time(s) and date(s) or within the period agreed with you. If there might be a delay before we can start or restart the services, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).

11.6 Where a delay is caused by circumstances beyond our reasonable control, we will usually try to start or restart the services as soon as the issue causing the delay has been resolved.

11.7 We are not liable to you for any losses you incur where the services are delayed or cannot be performed because you fail to make the location available to us, fail to prepare the location as required for us to provide the services, or fail to provide us with adequate instructions or information to allow us to perform the services.

11.8 If you are a Business Customer, you confirm that you are purchasing the services for the purposes of your named business only and not for or on behalf of any third party.

12 Prices

- 12.1 All prices for the Services are located on the page of our website. The price you will pay will be that stated at the time you place your order.
- 12.2 All prices are in pounds sterling (£)(GBP) and are stated exclusive of VAT which will be charged in addition at the rate in force at the time you place your order.
- 12.3 Prices for our services may change at any time. Except as set out in clause 13.4 below, such changes will not affect existing orders.
- 12.4 If there has been an error on the site regarding the pricing of any of our services and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

13 Data Protection

- 13.1 The parties agree that you are a Controller and that we are a Processor for the purposes of processing Protected Data pursuant to the Contract. You shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. You shall ensure all instructions given by you to us in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with all Data Protection Laws. Nothing in the Contract relieves you of any responsibilities or liabilities under any Data Protection Laws.
- 13.2 We shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.
- 13.3 The parties agree:
 - 13.3.1 We shall only process the Protected Data in accordance with the schedule and the Contract, except to the extent:
 - (a) that alternative processing instructions are agreed between the parties in writing;
 - (b) otherwise required by applicable law (and shall inform you of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
 - 13.3.2 if we believe that any instruction received by us from you is likely to infringe the Data Protection Laws it shall promptly inform you and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
 - 13.3.3 You can can browse our site(s) without disclosing any personal data to us.
 - 13.3.4 Any links to third party web sites are covered by the third parties' privacy policies.
- 13.4 We do not log personal data or link information automatically logged by other means with personal data about specific individuals.
- 13.5 We shall:

- 13.5.1 collect and store information about you to allow us to firstly process and fulfil any order requirements and secondly to provide you with the best possible service; and
- 13.5.2 collect and store any personal data that you may volunteer whilst using our services, e.g. (registration, placing an order).

14 Failure to pay

If you fail to make payment by the date or time we and you agree we will not provide the Services to you.

15 Photographic and Sound recording equipment

- 15.1 The use of photographic and sound recording equipment is strictly prohibited within any part of the premises where the course is delivered.
- 15.2 Any Candidate found to be using this type of equipment during their training and / or assessment may be asked to leave their course without refund.

16 Faulty services

This clause 13 only applies to you if you are a Business Customer.

- 16.1 We warrant that the services will be:

- 16.1.1 performed with reasonable care and skill within the meaning of section 13 of the Sale of Goods and Services Act 1982; and

- 16.1.2 free from material defects at the time the services are completed.

- 16.2 As your sole and exclusive remedy, we will (at our option) remedy, re-perform or refund any services that do not comply with clause 16.1, provided that:

- 16.2.1 you notify us by email to training@heatpumpcentral.co.uk within 7 calendar days from the date that the services are completed; and

- 16.2.2 you provide us with sufficient information as to the nature and extent of the defects.

- 16.3 Except as set out in this clause 16, we give no warranties and make no representations in relation to the services, and all warranties and conditions (including the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982 and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

17 Events beyond our control

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

18 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The

party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so.

19 Our liability to Business Customers

This clause 19 only applies to you if you are a Business Customer.

19.1 Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the services

19.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

19.2.1 consequential, indirect or special losses; or

19.2.2 any of the following (whether direct or indirect):

(a) loss of profit;

(b) loss of opportunity;

(c) loss of savings, discount or rebate (whether actual or anticipated); or

(d) harm to reputation or loss of goodwill.

19.3 Nothing in these terms will limit or exclude our liability for:

19.3.1 death or personal injury caused by negligence;

19.3.2 fraud or fraudulent misrepresentation; or

19.3.3 any other losses which cannot be excluded or limited by law.

20 Your information

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** which explains what information we collect and hold about you, and how we collect, store, use and share such information.

21 No third party rights

21.1 No one other than a party to this Agreement shall have any right to enforce any of its provisions.

22 Termination

22.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 30 days' written notice.

22.2 Without affecting any other right or remedy available to it, we may terminate the Contract with immediate effect by giving you a written notice if:

22.2.1 You fail to pay any amount due under the Contract on the due date for payment.

22.2.2 the other party commits a breach of this Agreement and such breach is not remediable.

22.3 Termination or expiry of this Agreement will not affect any accrued rights and liabilities of either party at any time up to the date of termination.

23 Complaints

23.1 If you are unhappy with us or the services we have provided to you, please contact us in writing using the following email address: training@heatpumpcentral.co.uk.

23.2 Any complaint about the performance of the Services must be made in writing to one of the Training Management Representatives immediately of the occurrence complained about and we will take reasonable action, without cost to you, to investigate and (unless we reasonably considers that the complaint was not justified) take reasonable remedial action.

23.3 We will endeavour to deal with your complaint within five working days of receipt. In the event where we cannot resolve your complaint immediately, we will advise a likely time scale to you and keep you informed of any investigation.

23.4 At the end of each course, you will be provided with a feedback form, and we encourage you to complete.

24 Copyright

24.1 Copyright in the course materials is owned or licensed by us.

24.2 Copying, adaptation or other use without our written permission is prohibited.

25 Governing law and jurisdiction

25.1 If you are a Business Customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

26 General terms

26.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

26.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

26.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

- 26.4 If you are a Business Customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.
- 26.5 If you are a Business Customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.

Schedule 1

Terms for the MCS Accreditation Through Heat Pump Central

- 1 By confirming you want Heat Pump Central (HPC) to carry out the required work to obtain your company's MCS accreditation, you agree that we have permission from you to act on your behalf with regards to submitting applications to the relevant associated bodies (NAPIT, RECC, MCS).
- 2 It is the responsibility of the installer to ensure that they have obtained the required pre-requisite qualifications and certificates needed for MCS certification. HPC will advise you on what the required qualifications you need and you agree to provide evidence of these to HPC when requested.
- 3 HPC can only offer assistance in MCS accreditation for Heat Pumps. Accreditation for other technologies such as Solar will have to be applied for post-accreditation.
- 4 The MCS Standard is split between Installation & Design or Installation only. The installer must inform HPC of which option they want to be accredited in or both.
- 5 If the installer decides to become accredited for Installation & Design, they must produce the design calculations necessary for audit and these must be done in line with MCS Standards. These will also need to be made available to HPC so we can maintain their QMS system accordingly.
- 6 If the installer decides to become accredited for Design and do not want HPC to run their QMS system, HPC will not be held responsible or liable for any issues that arise from design work not conducted by HPC (Heat loss calculations, emitter sizing, performance estimates etc).
- 7 The installer agrees to provide HPC with the information required by each body. We will send information gathering forms which the installer agrees to complete and return promptly to enable HPC to submit all applications in advance of the audit taking place.
- 8 The installer agrees to fill in any required paperwork in a reasonable amount of time so as not to delay their applications.
- 9 HPC have no control over the time frames between the installer signing up for their MCS accreditation and the accreditation being confirmed. HPC will not be responsible for any losses which arise from any delay during this time frame. Audit dates are at the discretion of the competent person's body. HPC will endeavour to advise accordingly as soon as we receive any information or updates.
- 10 The installer agrees to obtain prior consent from their customer/the property owner to allow the site audit to take place once a date has been given by the competent person's body. If the property is not accessible for audit purposes, the installer will not obtain their MCS accreditation and further costs will be incurred by them if their audit must be reorganized for another project or another date.
- 11 If the installer wants to apply for the BUS Voucher for the installation they identify for their audit, they agree that their customer will not be able to access the voucher until they have successfully passed their audit, are accredited, have applied for their own BUS membership, and gone through the application process. Note that this will add considerable time onto the customer receiving their £5000 (ASHP) or £6000 (GSHP) payment.

- 12 At HPC's discretion, the installer may be entitled to use our MCS Umbrella Scheme for a period of up to 6 months while the work towards their audit is taking place. This will be charged at the prevailing rate. The terms and conditions of HPC's MCS Umbrella Scheme will be made available.
- 13 The price to obtain MCS accreditation through HPC will cover all aspects of the process including memberships to the relevant bodies for one year. The recurring costs for accreditation will be the annual membership costs to these bodies.
- 14 It is essential that the installer, as the prospective MCS licensee, familiarize themselves with the MCS standards and guidelines so they understand what their responsibilities and obligations are. The MCS support packages run by HPC are designed to assist and maintain the administrative elements of MCS accreditation but are by no means a safety net for all elements of any given project. The installer agrees HPC will not become involved/responsible in and for any disputes that arise as a result of negligence on the part of the installer in relation to MCS guidelines and the relationships with their customers.

15 MCS Support Packages

15.1 Package 1 - Comprehensive Assistant (to help you become MCS accredited):

15.1.1 HPC will conduct the following actions on the installer's behalf in obtaining their MCS accreditation as part of MCS Support Package 1:

- (a) Apply for membership with the required official bodies (Napit, RECC, MCS).
- (b) Create QMS system specific to the installer's company using appropriate software (Paperclip).
- (c) Create design documentation and equipment specification for the project chosen for audit (if the installer has opted for installation only accreditation)
- (d) Process all other required documentation for audit project (DNO approval, sound calculation etc).
- (e) Organise audit with Napit.
- (f) Pre-installation visit. HPC engineer to attend site before installation to set out and advise on best practice and MCS guidelines.
- (g) Post-Installation/Pre-audit site visit. HPC engineer to attend site to check the installation is MCS compliant and will advise if anything further is needed to bring the installation within compliance.
- (h) Pre-MCS audit office meeting. If HPC deems it necessary, we will meet the installer at their office to prepare for office audit.
- (i) HPC will be present at the office audit to offer assistance and guide through the audit.
- (j) Deal with non-conformities that may arise from audit.
- (k) Liaise with competent person's bodies for any queries.
- (l) Upon accreditation, HPC will produce final MCS paperwork and handover pack on the installer's behalf as a newly licensed MCS accredited installer.
- (m) If required, HPC will apply on the installer's behalf for their company's BUS membership and make the application for the audit project.

15.1.2 MCS Support Package 1 and the services contained within are conditional upon the supply of the materials being purchased from HPC (Heat pump materials, buffer, cylinder minimum).

- 15.1.3 The installer agrees to provide HPC with all the required information for design purposes, as stated. Please refer to Product Design/Specification in this document.
- 15.2 Package 2 – Ongoing Administration and Maintenance (of your MCS Management System):
 - 15.2.1 HPC will conduct the following actions on the installer’s behalf as part of MCS Support Package 2:
 - (a) Documents, procedure processing and system design as per MCS Package 2.
 - (b) Uploading documents and management of your online QMS.
 - (c) Apply for Boiler Upgrade Scheme vouchers on behalf of the installer’s customer.
 - (d) Redeem Boiler Upgrade Scheme vouchers on the customers behalf.
 - 15.2.2 MCS Support Package 2 and the services contained within are conditional upon the supply of materials being purchased from HPC (Heat pump materials, buffer, cylinder minimum).
 - 15.2.3 The installer must be MCS accredited to access MCS Support Package 2.
 - 15.2.4 The installer agrees to provide HPC with all the required information for design purposes, as stated. Please refer to Product Design/Specification in this document.
 - 15.2.5 If the installer opts to become accredited in Installation & Design, they must provide all the necessary criteria to specify the equipment (heat loss calculation, hot water design, heat pump design, emitter sizing).
 - 15.2.6 The product specification we will be produced based on the installer’s designs only. HPC will not be responsible for incorrect equipment being supplied because of inadequate design calculations conducted by the installer.
- 15.3 Package 3 – MCS System Design and Specification:
 - 15.3.1 HPC will conduct the following actions the installer’s behalf as part of MCS Support Package 3:
 - (a) room by room heat loss calculations.
 - (b) heat pump design calculations.
 - (c) domestic hot water calculations.
 - (d) heat emitter calculation.
 - (e) system performance estimate.
 - (f) heat pump quotation.
 - (g) noise calculation.
 - (h) ground loop calculation (if GSHP).
 - 15.3.2 The installer agrees to provide HPC with all the required information for design purposes, as stated. Please refer to Product Design/Specification in this document.
 - 15.3.3 Product Design/Specification

- (a) Where required, HPC will produce the design and specification of equipment based on the information provided to us by the installer adhering to the relevant MCS standards.
- (b) As a minimum HPC will need from the installer, confirmed by email:
 - (i) Property Plans (PDF with scale).
 - (ii) U-values/insulation information.
 - (iii) SAP Report.
- Or
- (iv) Completed Site Survey with photographs (Site Survey forms provided by HPC).
- (c) If adequate insulation information or U-values cannot be provided, HPC will default to standard industry data appropriate for the age, fabric type and property type in accordance with the CIBSE Domestic Plumbing Guide and build in some reserve/error margin to the heat pump sizing to account for the lack of information.
- (d) The installer must inform HPC of the electrical supply to the property and whether it is single or three phase so we can specify appropriate equipment or advise if upgrades are required.
- (e) If the information provided to HPC is materially different to the reality of the property, we do not accept any responsibility or liability for issues with sizing.
- (f) Should the design of the system be impaired by incorrect/out of date information being provided to us, we will not accept liability if the end-user encounters issues with the heat pump system as a result of incorrect sizing etc.
- (g) Should the design of systems be called into question, the installer acknowledges there are many factors that could be the cause and therefore, if HPC determines the heat pump is functioning correctly, the installer agrees it is their responsibility to look at the other elements of the installation (Heat emitter sizing and balancing) to diagnose. HPC does not assume responsibility for the elements of the installation for which we have not designed or supplied.
- (h) HPC assumes the installer is appropriately trained and experienced in the elements of the installation for which we do not design or supply.
- (i) HPC will provide technical advice to the best of our availability. For manufacturer specific advice, we can provide the contact numbers for technical support lines.
- (j) HPC will provide a specification for equipment, but it is the responsibility of the installer to plan the layout of the plant room/heat pump location. HPC accepts no responsibility for the physical layout of the project. Dimensions of all equipment can be provided on request.
- (k) Should the installer confirm the equipment specification and have it delivered to site and determine it is not suitable, please refer to our returns and refund policy.
- (l) HPC will conduct heat loss calculations based on design outdoor temperatures as stated and set by MCS. These outdoor design temperatures are the average temperature for the coldest day of the year depending on the region of the country. It is possible for the actual temperature to fall lower than these outdoor design temperatures from time to time. In the rare event that this happens, the installer acknowledges that the heat pump will not be

able to perform optimally meaning it may struggle to achieve temperature. The installer agrees that it is their responsibility to convey this to their customer and advise them that during 'cold snaps' supplementary heating will be required to maintain the design room temperatures.

- (m) For GSHP, loop sizing is based on ground thermal conductivity which varies based on location. Our ground loop specification will be based upon reference to the British Geological Survey (BGS) location of the property and the thermal conductivity of the ground in the area.
- (n) Once the thermal conductivity of the location is determined, the loop sizes or boreholes specification will be calculated using MCS look-up tables for domestic sized properties.
- (o) If the project is confirmed based on HPC's calculations and quotation, a full BGS report will need to be conducted prior to installation at an added cost at the prevailing rate.

16 Order Process

- 16.1 When you submit your order (via purchase order, email, verbal etc) this constitutes an offer by you to purchase the products and/or services specified in the order in accordance with these conditions.
- 16.2 You are responsible for ensuring that the information given to us in connection with your order is complete and accurate.
- 16.3 The order will be deemed accepted when we confirm acceptance of it and/or take payment of the price of the products and/or services (or, if earlier, when we issue the order confirmation).
- 16.4 We will endeavour to provide you with an order confirmation which will contain:
 - 16.4.1 The completed order form and/or confirmation of order, setting out the details of your order.
 - 16.4.2 Where applicable, for Trade Customers, a VAT invoice; and
 - 16.4.3 Any other relevant documentation.
- 16.5 If you notice any discrepancies or inaccuracies in the order confirmation, please contact us immediately.

17 Price:

- 17.1 The price of the products and/or services will be the price agreed in the order and, where we are able to issue an order confirmation, as set out in the order confirmation.
- 17.2 Quotes provided are only valid for 30 days from the date of the quotation or subject to re-quote should a manufacturer price increase be implemented before the 30-day period.
- 17.3 If we accept and process an order and it becomes clear that there is an obvious pricing error, we reserve the right to cancel the order and re-quote at the appropriate price.
- 17.4 The price of products and/or services excludes:
 - 17.4.1 Amounts in respect of value added tax, which you are responsible to pay at the prevailing rate.

17.4.2 The costs and charges packaging, insurance and transport of the products and other ancillary expenses in connection with delivery. These will be detailed within the formal quotation. made clear to you at the quotation phase.

18 Payment

18.1 We typically require payment for products/services in advance. However, in certain instances, different terms may apply. Negotiated terms may be agreed and as such the agreed upon payment terms will be applicable.

18.2 We ask for payment to be made by online bank transfer. Amounts up to £1000 can be taken by debit/credit card or PayPal. We will normally wait for payment to clear before we process your order. The order will be processed once payment has cleared.

18.2.1 We do not accept American Express.

18.2.2 If you have agreed trade credit terms with HPC, then you agree to pay the price of the products and/or services in accordance with the terms and conditions set out in your trade credit agreement.

18.3 If you fail to pay the amount specified in an invoice within the terms and conditions of your trade credit agreement, we may charge interest until the full amount is paid. The interest rate charged will be 3% above the base rate set by the Bank of England.

18.4 We also reserve the right to claim for any costs attributed with recovery of any overdue unpaid invoices.

18.5 Failure to pay invoices within the agreed terms and conditions of the invoice will result in your account being put on a stop until the account is back within the terms and conditions set out in the trade credit agreement.

19 Deliveries

19.1 We will deliver the products to the location set out in the order confirmation or, if you have opted to collect the products, you will collect the products from the location specified by us in the order confirmation.

19.2 Delivery is completed on the completion of unloading of the products at the delivery location.

19.3 We will notify of the date(s) on which products are expected to be delivered. This may be contained in the order, or we will follow up with a confirmation email. We will use our reasonable efforts to meet the proposed delivery date, however you agree that the proposed delivery date is approximate only.

19.4 HPC and its manufacturer partners use third party couriers so therefore cannot guarantee delivery times. AM and, in some cases, timed deliveries can be requested (subject to additional charge) and estimated time of arrival can be chased on the day of delivery.

19.5 You agree that HPC will not be held responsible for delay in deliveries, or any costs incurred by you for late deliveries.

19.6 You agree that you must, at the point of order confirmation, specify any access restrictions that are applicable including what type of vehicle will be needed. Most deliveries are delivered

on 18-ton vehicles so if this will be a problem, particularly in more isolated areas, we must be informed at the time of order.

- 19.7 Standard delivery times can be anywhere between 07:30-18:00. If you are working on a site that has specific opening hours or if there are any other timing or access issues, you must inform HPC so the information can be relayed to the courier. If we are not provided with adequate information, it may result in non-delivery and a rearrangement of delivery which will incur a further cost to you.
- 19.8 HPC will not be responsible for the costs of rearranging a delivery due to lack of or incorrect information provided to us.
- 19.9 Deliveries will be made to 'curb side' so you must ensure you have made provision for the equipment to be moved, secured and stored safely.
- 19.10 You acknowledge that the manufacturers of our products have different lead times and the lead time for your products will therefore depend on when the manufacturer is able to process the order. If you require bespoke/built to order goods, this may result in a longer lead time. We will use our reasonable efforts to give you an estimate for the lead time after you place your order.
- 19.11 Title and risk in the products will pass to you on completion of delivery.

20 Inspection of Products

- 20.1 At completion of delivery, you agree that you or an authorized representative will be available and will carry out an inspection of the products to check for any visible and obvious signs of damage caused by transportation i.e. damage to packaging.
- 20.2 You agree that should there be evidence of damage caused during transportation, you will notify HPC within 3 days of delivery.
- 20.3 If you find there is anything missing from your order, you agree to inform HPC within 3 days of delivery. HPC cannot replace any items reported missing after 3 days without additional charge.
- 20.4 If you notice any issues with the products upon closer inspection, please inform HPC within 5 days of delivery and we will work with you to put into place any necessary arrangement to rectify any issues.
- 20.5 You agree that if equipment is to be stored on site prior to installation, you must conduct these inspections within the time frames set above.

21 Failure to accept delivery:

- 21.1 If you are unavailable to accept delivery of the products on the date of delivery, we will contact you to arrange an alternative delivery date. You agree that you will be responsible for wasted costs of the failed delivery and the additional delivery costs incurred in making a new delivery.
- 21.2 We will not be liable for any delay in delivery of the products that is caused by failure by you to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the products.

- 21.3 If we fail to fulfil the order and deliver the products in accordance with these conditions, our liability will be limited to the costs and expenses incurred by the customer in obtaining replacement products of similar description and quality.

22 Non-conforming products: rights for trade customers

- 22.1 Provided that:

22.1.1 We have reasonable opportunity of examining photographs of the products or, where we deemed necessary, carrying out an inspection of the products, and we agree (in our reasonable opinion) that the products did not conform with the product warranties at delivery; and

22.1.2 You return such products to our place of business (at our cost);

- 22.2 We will, at our sole option, repair or replace the defective products, or refund the price of the defective products in full.

23 Returns/Refunds:

- 23.1 If you want to return equipment, it must be returned to us in a sellable condition (packaging intact, no damage etc). Photographs will be required and you will be required to ensure that the equipment is adequately packaged and secured for collection and delivery to our premises.

- 23.2 We reserve the right to refuse to take back any equipment that does not comply with these terms.

- 23.3 All returns are subject to a 20% restocking charge.

- 23.4 When the equipment has been returned to us in a saleable condition and checked, your refund will be processed.

- 24 We cannot accept return of special orders i.e. bespoke or built to order.

25 ASHP & GSHP Service

- 26 When performing an ASHP or GSHP service, HPC will perform a check of the heat pump and plant room.

- 26.1 This will include checking for:

26.1.1 debris build up

26.1.2 corrosion

26.1.3 filter blockage

26.1.4 leaks

26.1.5 internal cable connections

26.1.6 condensate drainage

26.1.7 insulation

- 26.1.8 adequate pipework, brackets, fittings etc
- 26.1.9 sensors
- 26.1.10 auto air vents on hot water cylinder
- 26.1.11 isolation valves
- 26.1.12 cylinder sensors
- 26.1.13 immersion heater
- 26.1.14 valves, actuators, and pumps
- 26.1.15 plant room leaks
- 26.1.16 glycol/inhibitor levels
- 26.1.17 electrical connections and wiring centres
- 26.2 The HPC engineer can also advise on system control settings.
- 26.3 You agree that the heat pump service is a series of system checks to determine if the heat pump is operating adequately.
- 26.4 Please note, HPC will perform system checks as detailed above but will not perform any works to the system. HPC take no responsibility for the condition of the system pre-service but will advise you on our findings.
- 26.5 You will be provided with a service report. This may contain recommendations for required fixes to the system.
- 26.6 You agree that if certain system components fail as a result of the service being carried out, then HPC is not liable to cover the cost of the component that fails or its replacement/installation. This is because aged/degraded components can fail when the system is pressurized/checked as part of a service.
- 26.7 If underlying issues are discovered, these will not be rectified as part of the service.
- 26.8 HPC do not take responsibility for the system post-service and are not responsible for any breakdowns or issues that arise post-service.
- 26.9 If you would like the recommendations made by the HPC Service Engineer to be carried out, we may be prepared to provide you with a quotation for the parts and labour required, depending on the works needed. If you accept, a new call-out date will be arranged by our service department, subject to availability.
- 26.10 HPC will endeavour to be with you at the time and date arranged with our service department, but you agree that times and dates are subject to change based on traffic, completion of previous jobs etc.
- 26.11 HPC will assume responsibility for the works carried out and parts supplied for a period of 1 year as per a standard workmanship warranty but do not assume responsibility for the wider system after any remedial works are carried out.

27 On-site Services

- 27.1 Pre-Installation Visit
 - 27.1.1 HPC Engineer to attend site to advise on the optimum set-out of the installation in keeping with MCS guidelines.
- 27.2 Wiring & Controls
 - 27.2.1 HPC Engineer to attend site and assist with the wiring and control set up of the heat pump. Low voltage only. HPC will accept no responsibility or nor have any involvement with any high voltage works.
- 27.3 Pre-Commissioning
 - 27.3.1 HPC Engineer to attend site to check the installation meets all the necessary requirements to set the heat pump to work prior to commissioning.
- 27.4 Commissioning
 - 27.4.1 HPC assumes, at all times, that the installation has been fitted in accordance with manufacturer recommendations and wiring schematics and has been set to work prior to the visit by HPC.
 - 27.4.2 As part of the commissioning, the HPC engineer will set up the controls and perform all necessary checks as per manufacturer guidelines and schematics.
 - 27.4.3 You agree and acknowledge that the commissioning visit WILL NOT include any rectification work or fixes that you have not been able to perform due to gaps in knowledge/competency.
 - 27.4.4 You agree that if the HPC engineer attends site to perform a commissioning visit and the installation is not in a commissionable state i.e. the installation has not been fitted in line with manufacturer guidelines and/or not been set to work correctly or been incorrectly wired, then we reserve the right to cancel the commissioning visit without refunding the cost and re-book, which will be chargeable at the prevailing rate.
 - 27.4.5 You agree that if an issue is reported post-commissioning and we find the installation has not been fitted in accordance with manufacturer guidelines, any return visit to identify/rectify issues will be chargeable at the prevailing rate.
 - 27.4.6 A commissioning certificate will be issued after all commissioning procedures have been successfully completed.
 - 27.4.7 It is assumed at all times that the HPC engineer will attend site with the system having already been power flushed so the filters are clear of debris. If you report to us post-commissioning that there is an issue with the system that turns out to be as a result of debris in the filter because you did not perform a power flush, then you agree that the visit will be chargeable at the prevailing rate.
 - 27.4.8 UFH commissioning is not included if it has not been designed and supplied by HPC.
 - 27.4.9 If the heating system is impaired as a result of emitters not being balanced rather than because of the heat pump, any work carried out by the HPC engineer to rectify or balance emitters will incur additional charges.

27.4.10 Similarly, any work carried out by the HPC engineer to set third party thermostats in order to

27.4.11 Any work carried out to the secondary side of the heating system necessary to ensure the heat pump is working adequately will incur additional charges.

27.4.12 You agree that HPC will not be held responsible for wider system issues that arise or are identified post-commissioning.