

TERMS AND CONDITIONS – CHASE HEATING LTD - FOR THE SALE AND SUPPLY OF GOODS

These terms and conditions form the basis on which you can visit Chase Heating Ltd (hereafter periodically referred to as “us”, “we” or “our”), purchase goods from us and use our website. The consumer is defined as the person, company or other legal entity to which the invoice or order acknowledgement is addressed and may be hereafter referred to using terms such as “you”, “your” and “the recipient”. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by Chase Heating Ltd of Racecourse Rd, Pershore, WR10 2EY. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at: info@chaseheating.co.uk or 01386 555333.

1. The contract between us and you

We must receive payment of the whole of the price for the goods that you order before your order can be accepted, unless otherwise agreed by us in advance. Payment in whole or part of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

2. Acknowledgement of your order

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to Chase Heating Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

4. Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

5. Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

6. External Links / Third-Party Links

6.1 Optional Tools

We may provide you with access to third party tools over which we neither monitor nor have any control or input. We may provide you with access to third party tools over which we neither monitor nor have any control or input. you acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through this site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

6.2 Third-Party Links

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products or services of third-parties. We are not liable for any harm or damages relating to the purchase or use of goods, service, resources, content or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns or questions regarding third-party products should be directed to the third-party.

7. Availability

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order. Please note that delivery estimates are just that, they are not guaranteed delivery times and should not be relied upon as such. We cannot be held accountable for deliveries delayed for reasons beyond our control, including but not limited to:

Customs, service strikes, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, weather, natural disasters, fire, epidemics or failure of public or private transportation and/or telecommunication networks.

8. Ordering errors

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

9. Price

The prices payable for goods that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information. These prices may be exclusive of shipping costs and any additional "non-standard" options as may be necessary to fulfil your order to your requirements (please refer to section 12).

Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

10. Payment terms

We will take payment upon receipt of your order from your credit or debit card or by any other approved payment means. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

11. Delivery charges

Delivery charges vary according to the type of goods ordered.

12. Delivery

- 12.1 Our standard delivery charges are set out at point of order/checkout on our website.
- 12.2 You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations. We are only able to deliver to addresses within the United Kingdom, but excluding the Isle of Wight, the Isle of Man, the Scottish Isles, parts of Scotland, Northern Ireland and the Channel Isles. For delivery within these areas or any other delivery requirement outside of the standard terms set out below, please contact us in advance to discuss.
- 12.3 If delivery is a KERBSIDE delivery (meaning the driver will remove the goods off the vehicle and move only on hard standing, level ground), It is NOT the driver's responsibility to move or assemble your goods beyond the kerb. Some items are heavy and bulky, you must ensure that you have suitable means to move a delivered item to a safe and protected location, items damaged due to improper storage may not be eligible for a full refund (please refer to section 14).
If, for any reason, the delivery cannot be completed due to absence of recipient at address, unsuitable delivery conditions or otherwise, the goods will be returned to depot and a re-delivery charge may apply at full price.
A recipient is required to be present at the address to sign and confirm receipt of goods in satisfactory condition.
- 12.4 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed and therefore time is not of the essence.
- 12.5 It is the customer's responsibility to notify us in advance of any delivery difficulties, which may be expected. This includes narrow road access or helpful hints and tips of how to find you. Failure to do so may result in an additional delivery charge liable to the customer. Please Note: Delivery vehicles can be very large and adequate space and access is required.
We ask all of our customers NOT to book any installer or other related trade persons until your goods have arrived safely with you and have been checked as correct and in good condition.
- 12.6 The recipient MUST CHECK OVER the delivery for any signs of damage BEFORE accepting and signing for delivery. Failure to do so will void transportation insurance. The recipient must also check all goods are present and in good order. DO NOT SIGN and return an item with a delivery driver if goods are damaged. Contact us immediately, within the same day, to make a successful insurance claim. Failure to contact us within 3 days of product delivery may result in a failed insurance claim and the inability for us to rectify the problem.

- 12.7 If any items are missing from your order, we must be notified immediately in writing within 3 days of product delivery in order for us to rectify the problem. Failure to notify us within this time frame may result in the inability to rectify this problem.
Similarly, if there are any irregularities to your order such as incorrect items arriving with Your order, we must be notified immediately in writing within 14 working days of product delivery in order for us to rectify Your order. Failure to notify us within this time frame may result in the inability to rectify this problem.
- 12.8 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

13. Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you. If you choose to use your own courier then the risk passes to you as soon as the goods are handed to your courier. You will only own the goods once they have been successfully delivered.

14. Cancellation rights

- 14.1 Under **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134** you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of goods mentioned in 14.3 below). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty (subject to the terms and exceptions at 14.6).
- 14.2 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us by any other clear documented means.
- 14.3 You cannot cancel your contract if the goods you have ordered are made to your specifications or are clearly personalised, this may include (but is not limited to) choice of colour, features, dimensions or materials.
- 14.4 If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.
- 14.5 Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from your credit or debit card within 14 calendar days.
- 14.6 We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling or damage by you or others whilst in your possession (for example improper storage or use of the goods prior to cancellation). Goods must be returned in "as new" condition in their original packaging as supplied for a full refund.

15. Cancellation by us

- 15.1 We reserve the right not to process your order if:
- 15.1.1 We have insufficient stock to deliver the goods you have ordered;
 - 15.1.2 We do not deliver to your area; or
 - 15.1.3 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

- 15.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

16. If there is a problem with the goods

- 16.1 If you have any questions or complaints about the goods please contact us. You can do so at: info@chaseheating.co.uk or 01386 555333. We may request proof of purchase or another such form of identification along with a brief description of any issues. If you are able to provide images to help illustrate any issue via a secure messaging service or email, this will facilitate resolution.
- 16.2 We are under a legal duty to supply goods that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).
- 16.3 If you wish to exercise your legal rights to reject goods which do not conform with the Act you must either return them in person to where you bought them, post them back to us, or (if they are not suitable for posting) arrange carriage or allow us to collect them from you. We will pay the cost of postage or collection.

17. Liability

- 17.1 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.
- 17.2 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.
- 17.3 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.
- 17.4 All third party goods supplied by Chase Heating Ltd are provided under the manufacturer's supply, warranty conditions and user instructions. Chase Heating Ltd does not provide any additional supply, warranty conditions or user instructions in relation to these sales. Chase Heating Ltd will pass on to you all relevant information provided to us by the manufacturer of the goods.
- 17.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Act) relating to faulty and/or misdescribed goods.

18. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at: info@chaseheating.co.uk and all notices from us to you will be displayed on our website from time to time.

19. Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

20. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

21. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

22. How we may use your personal information

We will only use your personal information as set out in our cookie & privacy policy

23. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

24. Other important terms

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint we may provide details of a competent ADR entity.

CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: Chase heating Ltd, 2 Racecouse Road, Pershore, WR10 2EY.
info@chaseheating.co.uk or 01386 555333.

I/WE hereby give you notice that **I/WE** cancel **MY/OUR** contract for the sale of the following goods*/for the supply of the following service*:

Ordered on*/Received on*:

Order reference / Order No.:

Name of consumer(s):

Address of consumer(s):

.....

Signature of consumer(s): (only if this form is notified on paper)

Date:

*Please delete as appropriate