



Geowarmth Heat Pumps Limited - Consumer terms and conditions – version 04/24

1. Definitions

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- 1.1.1 **Event Outside Our Control:** is defined in clause 13.2;
 - 1.1.2 **Goods:** the goods that we are selling to you as set out in the Quote;
 - 1.1.3 **Installation:** the installation we create for you as a result of providing the Goods and/or Services, as described in the Quote;
 - 1.1.4 **Order:** your order for the Goods and/or Services as outlined in the Quote;
 - 1.1.5 **Quote:** our quotation letter to you setting out the Goods and/or Services;
 - 1.1.6 **Services:** the Installation services and any other services supplied to you by us as set out in the Quote;
 - 1.1.7 **Terms:** the terms and conditions set out in this document as amended from time to time; and
 - 1.1.8 **We/our/us:** Geowarmth Heat Pumps Limited registered in England and Wales with company number 6071914 and whose registered office is at 3 Neptune Court, North Shields, NE29 7UW.

1.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

2. Our Contract With You

- 2.1 These are the terms and conditions on which we supply Goods and/or Services to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate (particularly in respect of any applicable VAT rate), before you sign and return the Order. If you think that there is a mistake, please contact us to discuss, and please make sure that you ask us to confirm any changes in writing to avoid any confusion between you and us.
- 2.3 We consider that these Terms and the Order constitute the whole agreement between you and us. If we are unable to supply you with the Goods and/or Services, we will inform you of this and we will not process the Order.
- 2.4 These Terms will become binding on you and us when you issue the Order confirming your acceptance of the Quote, at which point a contract will come into existence between you and us.
- 2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.
- 2.6 We shall assign an order number to the Order and inform you of it when we confirm the Order. Please quote the order number in all subsequent correspondence with us relating to the Order.
- 2.7 Our website, catalogue and brochure are solely for the promotion of our Goods in the UK. Unfortunately, we do not accept orders from addresses outside the UK.
- 2.8 The images and description of the Goods and/or Services on our website or in our catalogue or brochure are for illustrative purposes only. Although we have made every effort to ensure the accuracy of these descriptions, we cannot guarantee that they accurately reflect the Goods and/or Services used. Your Goods and/or Services may vary slightly from those descriptions.

3. Changes to Order or Terms

- 3.1 We may revise these Terms from time to time in the following circumstances:
- 3.1.1 changes in how we accept payment from you; or
 - 3.1.2 changes in relevant laws and regulatory requirements.
- 3.2 If we have to revise these Terms under clause 3.1, we will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 14.2.3.
- 3.3 You may make a change to the Order for Goods and/or Services within 7 calendar days of placing an Order by contacting us, except in the case of made-to-measure Goods or Installation. Where this means a change in the total price of the Goods and/or Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 14 in these circumstances.
- 3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 14.

4. Your Obligations

- 4.1 In order to enable us to provide you with Goods and/or Services, you shall:
- 4.1.1 cooperate with us in all matters relating to the Services;
 - 4.1.2 provide us (and any of our employees or subcontractors) with access to your premises and other facilities that we may reasonably require;
 - 4.1.3 prepare your premises (including in relation to any offloading or storage requirements we tell you about) for the Supply of Goods and/or Services;
 - 4.1.4 provide us with any information we may need, including information about the site conditions, and any special VAT considerations, and make sure that this information is accurate;
 - 4.1.5 make sure that all licences, consents and permissions that are necessary for us to provide the Goods and/or Services are in place;
 - 4.1.6 keep any materials, equipment or documents that we leave at your premises safe and in good condition until returned to us, and you shall not use or dispose of such items without our consent;
 - 4.1.7 ensure that the location at which the Goods and/or Services are to be provided are free from impediment (whether underground or overhead) including drains, water/electricity/gas supply, telephone, television, internet cables and trees, buildings, walls and foundations. If you do not comply with this clause you will be liable for any damage caused by the Goods and/or Services to such impediments/features; and

- 4.1.8 ensure that any premises, plant, power source/supply, fuel support service or equipment provided by you (or any third party supplier to you) are suitable and fit for purpose.
- 4.2 You warrant that the information you provide to us, including but not limited to requirements as to heat load, site conditions and programme, adequately and accurately represent your requirements.
- 4.3 Should the Services include the requirement to drill bore holes or perform thermal testing of boreholes, you shall:
- 4.3.1 ensure that the area on which the drilling is to take place is free of restrictions that may hamper the provision of the Services;
- 4.3.2 provide unrestricted level access for mobile drilling rigs and related vehicles to the drilling area;
- 4.3.3 ensure that there is adequate security for all equipment mobilised to the site;
- 4.3.4 provide traffic control, adequate lighting, adequate protection and supervision, if necessary on the site;
- 4.3.5 provide a sufficient supply of water to facilitate the provision of the Services;
- 4.3.6 be responsible for all drilling spoil and debris (including water arisings) and its removal as appropriate;
- 4.3.7 be responsible for any reinstatement that may be required of the drilling area; and
- 4.3.8 provide any other such assistance in relation to the supply of Goods and/or Services as we may reasonably request.
5. **Delivery of Goods**
- 5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address.
- 5.2 We will contact you with an estimated delivery date. Occasionally, our delivery to you may be affected by an Event Outside Our Control. See clause 13 for our responsibilities when this happens.
- 5.3 Delivery of an Order shall be completed when the Goods are delivered to the address you gave us. If, having placed an Order, you make a change to the delivery address, you may be required to pay additional costs in respect of this charge.
- 5.4 The Goods will be your responsibility from the completion of delivery.
- 5.5 You own the Goods once we have received payment for the Installation in full.
6. **If the Goods Are Faulty**
- As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
7. **Third-party Manufacturer's Guarantee of Goods**
- 7.1 The Goods come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods.
- 7.2 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
8. **Seller's Guarantee of the Installation**
- 8.1 We guarantee that on delivery and for a period of 12 months from delivery and installation, the Installation shall be free from material defects. However, this guarantee does not apply in the circumstances described in clause 8.2.
- 8.2 This guarantee does not apply to any defect in the Installation arising from:
- 8.2.1 fair wear and tear;
- 8.2.2 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- 8.2.3 if you fail to operate or use the Installation in accordance with the user instructions;
- 8.2.4 any alteration or repair by you or by a third party who is not one of our authorised repairers; and
- 8.2.5 any specification provided by you.
- 8.3 This guarantee is in addition to your legal rights in relation to the Installation where it is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
9. **Providing Services**
- 9.1 We will supply the Services to you from the date set out in the Order or such other date as is agreed between us in writing until the estimated completion date set out in the Order.
- 9.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 13 for our responsibilities when an Event Outside Our Control happens.
- 9.3 We will need certain information from you that is necessary for us to provide the Services, for example, information about the Installation site. We will contact you about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required, or we may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the Services under this clause 9.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices we have already sent you.
- 9.4 We may have to suspend the Services if we have to deal with technical problems, or to make improvements agreed between you and us in writing to the Services or Installation. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 9.4 but this does not affect your obligation to pay for any invoices we have already sent you.
- 9.5 If you do not pay us for the Services when you are supposed to as set out in clause 11.6, we may suspend the Services with immediate effect until you have paid us the outstanding amounts (except where you dispute an invoice under clause 11.8). We will contact you to tell you this. This does not affect our right to charge you interest under clause 11.7.
- 9.6 If we design the Installation for you, we will own the copyright, design right and all other intellectual property rights in the Installation and any drafts, drawings or illustrations we make in connection with the Installation for you.
10. **If There Is a Problem With the Services or Installation**
- 10.1 In the unlikely event that there is any defect with the Services or Installation:
- 10.1.1 please contact us and tell us as soon as reasonably possible;
- 10.1.2 please give us a reasonable opportunity to repair or fix any defect; and

- 10.1.3 we will use every effort to repair or fix the defect as soon as reasonably practicable. Subject to clause 8.2, you will not have to pay for us to repair or fix a defect with the Services or Installation under this clause 10.1.
- 10.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- 10.3 We are members of the Renewable Energy Association and follow their Renewable Energy Consumer Code (**Code**). Any dealings we have with you will be conducted in accordance with the terms of the Code. Where the terms of the Code conflict with these Terms the provision of these Terms shall apply. You can find out more about the Code at www.recc.org.uk
- 11. Price and Payment**
- 11.1 The price of the Goods and/or the Services will be set out in the Quote. Our prices may change at any time, but price changes will not affect Orders that we have confirmed with you.
- 11.2 These prices include all costs and charges of packaging and transport of the Goods (unless otherwise stated in the Quote) and VAT. However, 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 for the Goods and/or Services in full before the change in the rate of VAT takes effect.
- 11.3 If the Services will include the drilling of boreholes, or the thermal response testing of boreholes, temporary casing may be required to facilitate this. We will provide you with casing sufficient up to a depth of 10 meters as part of the Quote; the costs of additional casing being required beyond may be payable by you.
- 11.4 In producing our Quote, we make assumptions as to the nature of the site and the work to be involved in performing the Services (including in respect of applicable VAT rates). If, for whatever reason, such assumptions do not accurately reflect the scope of work required to perform the Services, we reserve the right to increase or otherwise amend the charges (including any applicable VAT rate) for the Services.
- 11.5 If the Services are to include the drilling of boreholes and/or the performance of thermal response testing of boreholes, the price set out in the Quote is based on the site being uncontaminated. Should the site conditions not conform to these conditions, we reserve the right to increase or otherwise amend the charges for the Services. The price stated in the Quote may also be revised if geological or site conditions:
- 11.5.1 require a borehole to be redrilled or re-sited;
 - 11.5.2 include mine workings, or other underground voids;
 - 11.5.3 require a change in drilling technique which necessitates mobilisation of additional plant;
 - 11.5.4 prevent the removal of drilling casing;
 - 11.5.5 produce artisan water, or excessive levels thereof;
 - 11.5.6 are capable of being classified as contaminated in accordance with British Drilling Association guidelines;
 - 11.5.7 contain items of archaeological interest or value;
 - 11.5.8 cause the loss of grouting, and hence require additional grouting;
 - 11.5.9 prevent the completion of the borehole drilling and/or thermal response testing in a single mobilisation; and
 - 11.5.10 place constraints on your ability to provide access to the site in accordance with clause 5.2, necessitating the use of alternative drilling equipment.
- 11.6 We will tell you as soon as practicably possible should the price for the Services need to be amended in accordance with this clause 11.
- 11.7 Where we notify you of a price increase in accordance with this clause 11 and such increase is not acceptable to you, you shall notify us within one week of the date of our notice and you shall have the right (notwithstanding your other rights and remedies) to terminate the contract by giving 30 days' notice to us. Failure to notify us within one week shall constitute acceptance of the proposed increase.
- 11.8 The price set out in the Quote is prepared on the basis of the Services being provided in accordance with the schedule set out in the Quote. It at any time after you submit an Order to us you seek to vary the basis on which the Quote is prepared (including but not limited to number of site visits/mobilisations required), we reserve the right to recover any additional costs arising from such variation from you on the basis of our day work rates (a copy of which is available on request).
- 11.9 Where a fault in (or damage to) the Installation is caused by your act or omission and we are required (either by ourselves or by engaging a third party) to repair such damage, we shall be entitled to charge you for any reasonable expenses incurred in connection with such repairs (including but not limited to travelling expenses, hotel costs, subsidence and materials) and you shall pay such additional costs on demand.
- 11.10 Subject always to clause 11.7, we reserve the right to increase the price of the Goods and/or Services, by giving notice to you at any time before delivery, to reflect any increase in the cost of the Goods and/or Services to us that is due to:
- 11.10.1 any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 11.10.2 any request by you to change the delivery date(s), quantities or types of Goods ordered, or the specification of the Goods; or
 - 11.10.3 any delay caused by any instructions by you in respect of the Goods or failure by you to give us adequate or accurate information or instructions in respect of the Goods.
- 11.11 It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices as part of our despatch procedures so that, where the Goods' correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated in the Quote, we will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Goods to you at the incorrect (lower) price.
- 11.12 You may make payment by debit card or bank transfer. In the case of Goods, we will not charge your debit card until we despatch the Goods to you. At our discretion we will accept credit card payments for a nominal amount of up to £100 in order to provide you with the additional consumer protection provided by credit card companies.

- 11.13 If you choose to pay by debit card or a nominal amount by credit card, there is no surcharge.
- 11.14 We may ask you to make an advance payment of up to 10% of the price of the Goods and/or Services. Your rights to a refund on cancellation are set out in clause 14. We will invoice you periodically for the Goods and/or Services in accordance with the payment terms set out in the Quote. Invoices are due on presentation.
- 11.15 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 HSBC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11.16 However, if you dispute an invoice in good faith and contact us to let us know promptly after you have received an invoice that you dispute it, clause 11.15 will not apply for the period of the dispute.
12. **Our Liability to You**
- 12.1 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 is not foreseeable or that is not caused by a breach by us. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 12.2 We will make good any damage to your property caused by us in the course of providing the Installation. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of providing the Installation.
- 12.3 We only supply the Goods and/or Services or Installation for domestic and private use. You agree not to use the Goods and/or Services or Installation for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.4 We do not exclude or limit in any way our liability for:
- 12.4.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- 12.4.2 fraud or fraudulent misrepresentation;
- 12.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 12.4.4 breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- 12.4.5 defective installations under the Consumer Protection Act 1987.
13. **Events Outside Our Control**
- 13.1 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.
- 13.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, or the default by Suppliers, manufacturers or subcontractors.
- 13.3 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
- 13.3.1 we will contact you as soon as reasonably possible to notify you; and
- 13.3.2 our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects our performance of Services to you, we will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 13.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 14. We will only cancel the contract if the Event Outside Our Control continues for longer than four weeks in accordance with Our cancellation rights in clause 14.
14. **Your Cancellation Rights**
- 14.1 Before we begin to provide the Services or the Goods are delivered, you have the following rights to cancel an Order for Goods and/or Services, including where you choose to cancel because we are affected by an Event Outside Our Control or we change these Terms under clause 3.1 to your material disadvantage:
- 14.1.1 You may cancel any Order for Goods and/or Services within fourteen calendar days of us delivering the Goods and/or Services to your premises. This must be done in writing per Clause 16.3. We will confirm receipt of your cancellation.
- 14.1.2 If you cancel an Order under clause 14.1.1 and you have made any payments in advance we will refund these amounts to you unless you have signed a Consumer Contracts Regulations 2013 Express Request form.
- 14.1.3 If you cancel an Order for Services or Goods more than 14 calendar days after the Services or Goods were delivered to your premises or have signed a Consumer Contracts Regulations 2013 Express Request Form, you will pay Us any costs We reasonably incurred in fulfilling the Order to date, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us. However, where you have cancelled an Order because of our failure to comply with these Terms (except where we have been affected by an Event Outside Our Control), you do not have to make any payment to Us.
- 14.2 Once we have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving us written notice if:
- 14.2.1 we break this contract in any material way and we do not correct or fix the situation within 30 days of you asking us to in writing;

- 14.2.2 we go into liquidation or a receiver or an administrator is appointed over our assets;
- 14.2.3 we change these Terms under clause 3.1 to your material disadvantage; or
- 14.2.4 we are affected by an Event Outside Our Control.
15. **Our Cancellation Rights**
- 15.1 If we have to cancel an Order for Goods and/or Services before the Services start or the Goods are delivered:
- 15.1.1 We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which we cannot provide the Services. We will promptly contact you if this happens.
- 15.1.2 If we have to cancel an Order under clause 15.1.1 and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.
- 15.1.3 Where we have already started work on your Order for Services by the time we have to cancel under clause 15.1.1, we will not charge you anything and you will not have to make any payment to us.
- 15.2 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
- 15.2.1 you do not pay us when you are supposed to as set out in clause 11.7. This does not affect our right to charge you interest under clause 11.8; or
- 15.2.2 you break the contract in any other material way and you do not correct or fix the situation within 30 days of us asking you to in writing.
16. **Information About Us and How to Contact Us**
- 16.1 We are a company registered in England and Wales. Our registered VAT number is 902723940.
- 16.2 If you have any questions or if you have any complaints, please contact us. You can contact us by e-mailing us at info@geowarmth.co.uk
- 16.3 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example to cancel the contract), you can send this to us by e-mail to info@geowarmth.co.uk or by hand or by pre-paid post to Geowarmth Heat Pumps Limited at 3 Neptune Court, Orion Business Park, North Shields, NE29 7UW. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the Order.
17. **How We May Use Your Personal Information**
- 17.1 We will use the personal information you provide to us to:
- 17.1.1 provide the Goods and/or Services;
- 17.1.2 process your payment for such Goods and/or Services; and
- 17.1.3 inform you about similar installations or services that we provide, but you may stop receiving these at any time by contacting us.
- 17.2 We will not give your personal data to any third party other than in the following circumstances:
- 17.2.1 we may pass your data to product manufacturers for warranty registration purposes;
- 17.2.2 to register products on the Microgeneration Certification Scheme (MCS) database (which we are obliged to do under our MCS registration) so that you may claim any relevant incentives, including but not limited to Boiler Upgrade Scheme and Smart Export Guarantee Scheme; and
- 17.2.3 where we are required to make statutory notifications, such as advising electricity district network operators and competent persons schemes about our installations.
18. **Other Important Terms**
- 18.1 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 or our obligations under these Terms.
- 18.2 You may transfer the benefit of the guarantee in clause 7.1 to any purchaser of your property. You may only transfer your other rights or your obligations under these Terms to another person if we agree in writing.
- 18.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 7.1 if you transfer it to them, but we and you will not need their consent to cancel or make any changes to these Terms.
- 18.4 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.
- 18.5 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.
- 18.6 These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.

