

## **Find An Installer Terms and Conditions**

### **Consumer disclaimer**

Heatrae Sadia - a trading division of Baxi Heating UK Limited – (herein “Heatrae Sadia”), does not monitor the work carried out by these installers, or recommend the installers listed and is therefore unable to guarantee the quality of their workmanship. Heatrae Sadia cannot be held responsible for any issues caused through the hiring of an installer listed on our Find an Installer tool. However if you have any queries regarding the listed installers please contact your local authority building control inspectorate. Whilst Heatrae Sadia endeavours to provide up-to-date information on this site, we cannot guarantee its accuracy as data is submitted by the listed installers.

Homeowners can have the confidence that any installer listed on our Megaflo Find an Installer tool has provided evidence to Heatrae Sadia of the relevant qualifications held, to demonstrate their competence to undertake such work to current building regulations and with suitable public liability insurance indemnity.

Whilst Heatrae Sadia aims to ensure that all installers achieve and continue to maintain a high standard of workmanship, service and experience in the installation of Megaflo products, we cannot guarantee that installations made by such third party installers will be error free and Heatrae Sadia will not be liable (whether in contract, tort, negligence or otherwise) for any losses suffered as a result of an act or omission of an installer listed on our Megaflo Find an Installer tool.

As with all installers engaged by Heatrae Sadia, any installer listed on our Megaflo Find an Installer tool will have Public Liability Insurance. If you have any queries regarding an installer listed on the tool, please contact us at [marketing@heatraesadia.com](mailto:marketing@heatraesadia.com)

### **Terms and conditions**

In consideration of Heatrae Sadia - a trading division of Baxi Heating UK Limited – (herein “Heatrae Sadia”) agreeing to include their details on its ‘Megaflo Find an Installer’ web page, all installers on the ‘Megaflo Find an Installer’ scheme must agree to these terms and conditions. Once you have successfully registered on the scheme, you will be bound by the following:

- You must have installed and successfully claimed under the £150 Megacash promotion at least once
- You must supply evidence when registering of your valid G3 unvented qualification and ensure that your details are up to date.
- You must supply evidence when registering that you hold valid public liability insurance and ensure that your details are up to date.

- You must keep your contact details up to date for the 'Megaflo Find an Installer' scheme. Please email us at [marketing@heatraesadia.com](mailto:marketing@heatraesadia.com) or advise your Megaflo Account Manager of any change of details.
- In the course of following up on a homeowner lead, you will not seek to promote or sell to the homeowner the appliances of other manufacturers.
- You agree to adhere and abide by the Heatrae Sadia customer service charter

Heatrae Sadia will follow up all homeowner leads that we pass on to installers to identify if the customer's product has been replaced, and if Megaflo product(s) were installed for customer satisfaction purposes.

Heatrae Sadia does not commit to providing a minimum or maximum number of leads.

You must understand that if you do not acknowledge the enquiry within 1 working day on the 'Megaflo Find an Installer' scheme, the lead will be passed onto another installer.

Either Heatrae Sadia or you may terminate this arrangement at any time by giving not less than 1 month's written notice to the other. In the instance of non-compliance (a customer complaint) Heatrae Sadia has the right to remove you with immediate effect.

You acknowledge that (save in respect of any manufacturer's warranty that we supply to a homeowner or any other services that we agree to provide to the homeowner) the contractual relationship with any homeowner in relation to the supply and installation by you of the relevant Megaflo product(s) is between you and the relevant homeowner and (save in respect of any claim relating to the manufacturer's warranty that we supply to a homeowner or any other services that we agree to provide to the homeowner) you shall indemnify Heatrae Sadia in full against all costs, claims, losses and damages awarded against Heatrae Sadia in relation to the supply and installation by you of the relevant product(s).

Neither any waiver of any term, provision or condition of these terms and conditions nor any omission or delay on the part of Heatrae Sadia in exercising any right, power or privilege under these terms and conditions shall operate as a waiver by it of any right to exercise it in future or of any other rights under these terms and conditions.

Termination or expiry of these terms and conditions shall not release either party from any liability or right of action which at the time of termination has already accrued to a party or which may thereafter accrue in respect of any act or omission prior to such termination.

Each of the installers and Heatrae Sadia is an independent contractor and neither is the agent of the other. The installer is not authorised to incur any expenditure or cost for Heatrae

Sadia or purport to bind Heatrae Sadia in any way without the written consent of Heatrae Sadia.

The installer may not assign its rights or obligations under these terms and conditions either in whole or in part without the prior written consent of Heatrae Sadia.

No amendment to these terms and conditions shall be effective unless in writing signed by both parties.

These terms and conditions contain the entire agreement between the parties with respect to the subject matter of these terms and conditions and supersede all previous agreements and understandings between the parties with respect to it PROVIDED THAT nothing contained in these terms and conditions shall exclude or limit the liability of either party for fraud.

Any provision of these terms and conditions which is declared invalid, void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be severed and shall not affect the other provisions of these terms and conditions, which shall continue unaffected.

A person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms and conditions.

These terms and conditions shall be governed by English law and the Parties submit to the non-exclusive jurisdiction of the English courts.

The installer shall keep strictly confidential these terms and conditions and all information concerning the business and affairs of Heatrae Sadia obtained from the other either pursuant to these terms and conditions or prior to and in contemplation of it, shall use the same exclusively for the purposes of these terms and conditions, and shall disclose the same only to those of its directors and employees to whom and to the extent that such disclosure is reasonably necessary for the purposes of these terms and conditions.

The obligations of the point above shall survive the expiry or termination of these terms and conditions but shall not apply to any information which: (i) the installer can demonstrate was already in its possession and at its free disposal prior to receipt under the circumstances mentioned in the bullet point above; (ii) is subsequently disclosed to the installer without any obligation of confidence by a third party who has not derived it directly or indirectly from Heatrae Sadia; (iii) enters the public domain through no act or default of the installer, its agents or employees; or (iv) is required by law to be disclosed.

Heatrae Sadia reserves the right to terminate the contract comprising these terms and conditions and remove any installer from the 'Find an Installer' scheme if the installer is found to contravene (either knowingly or unknowingly) any of the aforementioned terms and conditions.

## **Customer Service Charter**

Heatrae Sadia is committed to providing the highest levels of customer service. We expect all installers registered on the 'Megaflo Find an Installer' scheme to abide by the following Customer Service Charter:

1. You must carry your valid G3 unvented card and be able to present this card as proof that you are qualified to carry out the type of work required.
2. You must have completed all relevant training and possess up-to-date qualifications as required to undertake such work with competence and have valid public liability insurance to cover any such work undertaken, as required by the homeowner.
3. You should contact the homeowner within 1 working day of receiving the lead through the 'Megaflo Find an Installer' scheme, and confirm on the 'Megaflo Find an Installer' email whether you are accepting or declining the lead.
4. You should complete the follow up email survey about how the job went, within 5 working days of receiving the email. You should select the outcome of the lead.
5. Completion of the lead allocation email survey (which asks if you have followed up the lead) and the lead follow up survey (which asks what the outcome of the lead was if you said you had made contact) are mandatory and failure to complete these may result in removal from Find an Installer.
6. We will monitor activity for quality assurance purposes. This will involve follow up phone calls to customers and inviting them to take part in a customer satisfaction survey.
7. Negative customer feedback may result in removal from Find an Installer. You or the homeowner may be contacted to obtain further details in order for us to investigate the complaint.
8. You must carry out the installation, service or repair in a professional manner, treating the customer appropriately and showing courtesy and respect
9. You must clean up after you carry out the installation, service or repair, and leave the property in the state that you found it