Guardian Heating Services - Service Terms & Conditions



1.UNDERSTANDING THESE TERMS AND CONDITIONS

- 1.1 These Terms and conditions ("Terms and Conditions") set out the terms on which we agree to provide plumbing, heating, drainage, bathroom installation, electrical, carpentry, appliance installation, air conditioning, plastering, roofing or building services and other related and ancillary services to you ("Services") and the supply of materials and/or products ("Goods") necessary to complete the Services. The Services may be either: (i) emergency services, where you require us to perform the Services immediately ("Emergency Services"); or (ii) scheduled services, where you require us to perform non-urgent Services and you pre-book an appointment for us to do so ("Scheduled Services").
- 1.2 When certain words and phrases are used in these Terms and Conditions, they have specific meanings (these are known as "defined terms"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms and Conditions where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).
- 1.3 Services are provided, and Goods supplied by either Guardian Heating Services Limited or an independently owned and operated business licenced to use the Guardian name. In these Terms and Conditions, "Guardian" refers to either Guardian Heating Services Limited, where it is undertaking the Services and supplying the Goods on its own account, or to the company licensed to use the Guardian name to which Guardian Heating Services Limited has allocated the provision of the Services and Goods (if any). The name and details of the company providing the Services and any Goods and with whom the Contract (as defined below) is with can be identified from the invoice you receive and the copy of these Terms and Conditions provided with it which include the company details.
- **1.4** In these Terms and Conditions, when we refer to "we", "us" or "our", we mean Guardian; and when we refer to "you" or "your" we mean:
- **1.4.1** if you are a consumer, the individual using the Services for a purpose that is wholly or mainly outside of their trade, business, craft, or profession (a "Consumer"); and
- **1.4.2** if you are not a Consumer: (i) the business that you have the authority to bind; or (ii) the individual using the Services for purposes that are not wholly or mainly outside of their trade, business, craft or profession (in each case a "**Business**").

2. The Order Process

- **2.1** You can make an order for Services either by email or by phone using the contact details set out in clause 12 to arrange a time for us to attend the premises at which you wish us to perform the Services ("**Premises**").
- **2.2** These Terms and Conditions will be incorporated, together with any Verbal Estimate or Written Estimate (as defined below), into the contract between you and us in relation to the Services (in each case the "Contract").

- **2.3** Where you require Emergency Services, they will be supplied at our charging rates for labour and Goods provided to you in accordance with clause 4.1.1 below. Once you have confirmed your acceptance of our charging rates, we will provide you with an anticipated arrival time at the Premises. The Contract will become binding on you and us once you accept the rates provided and agree to us attending the Premises.
- **2.4** If you have contacted us to request Emergency Services and it is not possible for the issue to be fully remedied immediately, you will be provided with the cost for the Services and any Goods by the engineer (a "**Verbal Estimate**") on site in accordance with clause 4.1.2 along with a date and time for the Services to be provided. The Contract will become binding on you and us once you accept the Verbal Estimate with the engineer and make payment as required in clause 4.5.
- **2.5** Where you require Scheduled Services, we will confirm the date and time of an inspection of the Premises ("**Inspection**"). Following completion of the Inspection, we will provide you with a Written Estimate for the Services and any Goods by email (together with these Terms and Conditions) within a reasonable period following the Inspection (a "**Written Estimate**"). The Contract will become binding on you and us once you accept the Written Estimate either by signing the Written Estimate or confirming your acceptance of it verbally or in writing and you have paid 50% of the Charges as required under clause 6.
- **2.6** Verbal or Written Estimates (together "**Estimates**") are subject to withdrawa<mark>l at any time</mark> before a Contract is entered into and shall be deemed to be withdrawn unless the Services are completed within 30 days of the date of the Estimate.

3. Cancelling your Order

- **3.1** Clauses 3.1 to 3.9 inclusive only apply to you if you are a Consumer.
- **3.2** Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a legal right to change your mind and cancel the Contract within 14 days of entering into it, without giving a reason. This right is explained in more detail below. Please note that the right to change your mind does not apply to any Emergency Services you purchase from us.
- **3.3** The cancellation period will expire 14 days from the day on which the Contract becomes binding (as described in clause 2).
- **3.4** If you would like us to commence the provision of any Services and Goods during this cancellation period you must expressly request that we do so.
- **3.5** To exercise the right to cancel, you must inform us of your decision to cancel the Contract with us by making a clear statement (e.g. a letter sent by post or email or a telephone call). The easiest way to do this is to contact our control room, whose contact details can be found in clause 12. We recommend that you use the following model cancellation form but you are not required to do so:

Model Cancellation Form

To:

E-mail address:

I/We(*) hereby give notice that I/We(*) cancel from my/our (*) contract of sale of the following goods(*)/for the provision of the following service*,

Ordered on(*) / received on(*) Name of consumer(s), Address of consumer(s),
Signature of consumer (only if this form is notified on paper)
Date
(*) Please delete if not applicable

- **3.6** To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of your right to cancel before the cancellation period has expired.
- 3.7 We will send you an acknowledgement of receipt of your notice to cancel by email.
- **3.8** If you cancel the Contract with us, you will remain responsible for paying us for any portion of the Services performed or Goods provided prior to you notifying us of your intention to cancel, including the costs of Goods that we have bought or ordered in order to perform the Services and for which we are not able to receive a full refund from the applicable supplier/s and the cost of any returns fee levied by the supplier/s and our time (including travel time) in returning the Goods. If we have fully performed the Services and supplied Goods before you cancel the Contract with us, you will remain responsible for paying the full cost of the Services and any Goods supplied to you.
- **3.9** If you are due any reimbursement for Services which have not been performed and/or Goods not supplied and you have paid in advance, we will make this reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the Contract.
- **3.10** If you wish to cancel (and the provisions of clause 3.1 to 3.9 inclusive do not apply) or re-arrange any appointment made for the provision of Services, you should contact us by telephone or email using the details in clause 12 by no later than 17.00 on the day before the scheduled appointment. If a scheduled appointment is cancelled or a request for it to be rearranged is made after 17:00 on the day before the scheduled appointment, we may charge you for the following:
- 3.10.1 any additional costs reasonably incurred by us as a result of the appointment being rearranged; and
- **3.10.2** in the case of cancellation, for the cost of any Goods purchased specifically to undertake the Services to be provided to you that cannot be returned to their supplier with a full refund of their purchase price.
- **3.11** Where Goods purchased can be returned to their supplier, the cost of any returns fee levied by the supplier/s and our time (including travel time) in returning the Goods will be payable by you.

4. Charges and payment

- **4.1** The cost of the Services and Goods (the "Charges") will be as follows:
- **4.1.1** For Emergency Services, the Charges will be calculated by reference to the total of the time spent completing the Services by our engineer including all reasonable time spent in sourcing and obtaining non-stocked Goods which shall not be more than the hourly rate advised to you on booking the Services (excluding any time spent on lunch or rest breaks) together with the cost of any Goods provided by us to complete the Services not exceeding the trade purchase price plus a maximum of 45% of their cost excluding VAT. The time taken to collect non-stocked Goods will be kept as short as is reasonably practicable and should not ordinarily exceed 45 minutes. In the event this time is likely to exceed 45 minutes, we will advise you of the reason for this before departure. The first hour at the Premises will be a minimum charge and any time thereafter is charged in 15-minute intervals rounded to the closet 15-minute period;
- **4.1.2** For Scheduled Services where a Verbal Estimate has been given prior to the provision of the Services, save in the case of manifest errors, the Charges will not exceed the Verbal Estimate by more than 10%; or

- **4.1.3** For Scheduled Services where a Written Estimate has been provided to you by us, save in the case of an increase in the price of Goods occurring prior to the Services being undertaken, the Charges will not exceed the Written Estimate by more than 20%.
- **4.1.4** Where a detailed insurance report is required whether in addition to the Written Estimate and invoice or otherwise, this will incur a charge of £250; and
- **4.1.5** In all cases a transaction fee of 1% of the total cost of the Services and Goods provided to you will be payable and added to the invoice amount.
- **4.2** It might be the case that, following the commencement of the Services, we discover that either: (i) additional Services beyond those included in any Estimate are required; and/or (ii) additional Goods are required in order to complete the relevant Services; or (iii) you instruct us to carry out additional Services or supply additional Goods. In these circumstances, we will obtain your consent before incurring such additional charges and, if you do not give your consent, we shall be entitled to terminate the Services immediately and you will only be required to pay the Charges in respect of the Services delivered and Goods supplied up to the date of termination.
- **4.3** The Charges will be subject to other similar sales, turnover or consumption taxes at the prevailing rate at the time of the supply of the Services and Goods.
- **4.4** Payment of the Charges for Emergency Services may at our discretion be required in full before the Services are provided. If payment is not made in full in advance, payment for the Charges must be made in full on completion of the Services.
- **4.5** Where a Verbal Estimate has been provided, payment of the Charges must be made, at our discretion, either in full prior to the Services being supplied being undertaken and/or Goods being supplied, or by payment of a deposit of 50% of the Charges on making the Contract and payment of the balance of the Charges (including any additional amounts in accordance with clause 4.2) in full on completion of the Services.
- **4.6** Where a Written Estimate has been provided, payment of 50% of the Charges must be made on making the Contract and payment of the balance of the Charges (including any additional amounts in accordance with clause 4.2) must be made in full on completion of the Services.
- **4.7** Notwithstanding clauses 4.5 and 4.6, where the value of an Estimate provided exceeds £5,000.00, we may require you to pay for the Charges in instalments commencing with a payment of 50% on making the Contract followed by payments which will be invoiced not less than on a weekly basis as the provision of the Services and supply of the Goods progresses with the balance of the Charges (including any additional amounts in accordance with clause 4.2) to be paid in full on completion of the Services. Invoices for interim payments will be due for payment immediately upon receipt. Payment Terms are at the discretion of Guardian and will be agreed with the you, the consumer at the estimation stage.
- **4.8** If you are a Business and hold a pre-approved account with us and the Charges will be less than £1,000 payment of the Charges must be made in full as agree with Guardian prior to the completion of the services/products. Where the Charges will be in excess of £1,000 payment must be made on making the Contract and payment of the balance of the Charges (including any additional amounts in accordance with clause 4.2) must be made in full on completion of the Services or as agreed with Guardian which we reserve the right to adjust payment terms to suit each contract at estimation stage.
- **4.9** Payments must be made by bank transfer or cash. We will be adding the payment option of credit or debit card in the foreseeable future. Where payment is made by bank transfer a method that provides instant transfer must be used. Particulars of the account to which bank transfers should be made can be obtained by contacting us using the details in clause 12.
- **4.10** You shall pay all amounts due under the Contract in full without any deduction or withholding except as required or permitted by law.

- **4.11** Unless you expressly state at the time of entering into the Contract that you are acting on behalf of a third party, you will be responsible for making payment to us for the Services and Goods in accordance with this clause 4.
- **4.12** If you are a Business, we may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.
- **4.13** In the event payment for the Services is not paid in accordance with this clause 4, we reserve the right to charge interest on the outstanding amounts at the rate of 4% over the base lending rate of JP Morgan Bank from the due date of payment until payment is made in full before or after judgement.

5. Your obligations

- 5.1 You must:
- **5.1.1** give us safe and unobstructed access to the Premises for the purposes of carrying out the Services and any other of our obligations under the Contract;
- **5.1.2** provide our personnel with adequate safe working space and facilities and clear access to the site to enable us to carry out the Services;
- **5.1.3** provide, if reasonably possible, and applicable, the plan showing drain layouts or electrical wiring (as appropriate) of the Premises;
- **5.1.4** provide all necessary power and a clean water supply from the mains or fire hydrant to enable us to carry out the Services;
- **5.1.5** prior to the commencement of the Services or on Inspection if applicable, advise us if the Premises is a listed building;
- **5.1.6** unless agreed otherwise by us in advance, where Scheduled Services are to be carried out provide us with nearby free of charge parking facilities including, if applicable, a permit to enable parking at that location;
- **5.1.7** at your own expense obtain prior to the commencement of the Services all necessary consents for carrying out the Services, including (without limitation) building regulation and planning consents, listed building consent, consents from landlords, the property owner, neighbours and mortgagees, including consents (where necessary for the completion of the Services) for our representatives to cross third party land and upon request produce evidence of such consents to us; and
- **5.1.8** prior to the commencement of the Services inform us of all dangerous gases, liquids and any other materials of any nature whatsoever which are present on the Premises and which could constitute a danger to us in carrying out the Services or otherwise in order that we may carry out a risk assessment in respect of the same.
- **5.2** If you do not comply with your obligations under clause 1 above to enable us to perform the Services as arranged, we may charge you for any additional costs reasonably incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the Premises we may terminate the Contract in accordance with clause 7.1.1 and clause 7.2 will apply.
- **5.3** If we are to provide Goods to you as part of the Services, you will become responsible for these at the time we deliver them to the Premises or other delivery point we have agreed (whether or not installed), except as regards loss or damage caused by our breach of these Terms and Conditions or our negligence. You must insure any Goods that have been delivered to you at their replacement value and, if requested,

produce proof of insurance to us. You will only own the Goods when we have received payment for them in full and if damage occurs to any Goods delivered to the Premises or any other agreed delivery point, prior to payment being received, you will be responsible for the repair or replacement costs.

5.4 If any Gas Warning Notice is issued to you by us in respect of any hazardous situation under or in relation to the Gas Safety (Installation and Use) Regulations 1998, you will be solely responsible for ensuring that any action(s) required to remedy the defects or other issues identified in the Gas Warning Notice is/are taken promptly.

6. Our obligations

- **6.1** We shall provide the Services with reasonable care and skill. All Goods will be of satisfactory quality, fit for their purpose and as described.
- **6.2** If you are a Business and on completion of the Services you are not satisfied with the workmanship, you must provide us with written notice of the reason for this within 12 months of completion of the Services to the contact details set out in clause 12 and must allow us, and our insurers, the opportunity to both inspect the Services supplied by us, and, if required, carry out remedial work as appropriate. If you fail to notify us of any defect in the workmanship or refuse to permit an inspection in accordance with this clause 6.2, we will not be liable in respect of any defects in the Services.
- **6.3** Subject to the conditions set out in this clause 6 and subject to clause 2.2, a 12-month guarantee is given in respect of faulty workmanship in the Services from the date of completion. The guarantee will not be valid if the work undertaken by us has been:
- **6.3.1** subject to any misuse or negligent treatment by you or a third party; or
- **6.3.2** repaired, modified, altered, adjusted or tampered with by any party other than us.
- **6.4** This guarantee is in addition to any manufacturer's guarantee provided in respect of Goods supplied and used in the Services which shall be subject to its individual terms. If you are a Consumer, this guarantee does not affect your statutory rights referred to in clause 2.3 below.
- **6.5** We will not accept any liability whatsoever for any materials or products supplied by you including, but not limited to, the suitability of such materials or products for the Services.
- **6.6** No guarantee will be provided in relation to the following circumstances:
- **6.6.1** In respect of blockages in waste or drainage systems;
- **6.6.2** Where the Services have not been directly undertaken by us;
- **6.6.3** Where payment in full has not been received;
- **6.6.4** Where Services were completed on your instruction but against our written or verbal advice;
- **6.6.5** Where the fault arises because you elected not to have Services recommended by us in writing or verbally undertaken; and
- **6.6.6** Where the Services have been performed on installations or appliances in poor condition and/or over 10 years old.
- **6.7** We shall begin the provision of the Scheduled Services on or around the date communicated in any Estimate. Whilst we shall take reasonable care and skill when specifying the date for the commencement of the Services, this date is an estimate only.

- **6.8** Emergency Services may be carried out on a 24/7 basis. We shall carry out Scheduled Services in such hours between our normal working hours of 08:00 to 18:00 as we shall designate provided that, where agreed between you and us and/or in the case of Emergency Services, we may agree to perform the Services outside of working hours.
- **6.9** We cannot guarantee to clear blockages occurring in a frozen pipe or drain, and we will not be liable for any fractured or frozen pipes or for any damage to any property resulting directly from such fractured or frozen pipes, except where such damage is solely and directly caused by our defective workmanship in the provision of the Services.
- **6.7** We do not give any guarantee as to how quickly the Services will be completed. With certain Services, for example but not limited to, either an electrical fault or a blocked pipe, it may be necessary for a number of tests to be carried out to identify the exact location of the fault and whilst these will be completed as soon as reasonably practicable by their nature it is not known which test, if any, will yield results.

7. Termination

- 7.1 We may terminate the Contract:
- **7.1.1** with immediate effect if you breach the Contract and that breach has a material effect on our ability to perform the Services and, where it is possible to remedy the breach, you do not remedy the breach within such reasonable period of time as we may notify to you; or
- 7.1.2 in accordance with clause 2 above or clause 9.4 below.
- **7.2** If we terminate the Contract in the situations set out in clause 1 we will refund any proportion of the Charges you have paid in advance for Services we have not performed and/or Goods not supplied.
- **7.3** On expiry or termination of the Contract for any reason you shall immediately pay to us all outstanding and unpaid Charges.

8. Your personal information

We only use your personal information in acco<mark>rdance wi</mark>th our Privacy Policy which can be found at: https://guardianheatingservices.co.uk/privacy-policy

Please take the time to read our Privacy Policy as it includes important information and terms which apply to you.

9. Liability

- 9.1 Nothing in these Terms and Conditions excludes or limits either our or your liability for:
- 9.1.1 death or personal injury caused by our/your (as applicable) negligence;
- 9.1.2 fraud or fraudulent misrepresentation; and
- **9.1.3** any matter in respect of which it would be unlawful for us/you (as applicable) to exclude or restrict liability.
- 9.2 If you are a Consumer:
- **9.2.1** and we fail to comply with these Terms and Conditions, we are only responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence but, subject to clause 1, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is

foreseeable if it was an obvious consequence of our breach or if it was reasonably contemplated by you and us at the time that the Contract became binding on you and us;

- **9.2.2** we will not be liable to you in respect of any damage, loss, costs or claims which arise because you have not agreed to recommended Services being carried out and/or recommended Goods being supplied and installed by us; and
- **9.2.3** nothing in these Terms and Conditions affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office. For example, the Consumer Rights Act 2015 states that Goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Goods your legal rights entitle you to the following: (a) up to 30 days from delivery, if the Goods are faulty, then you can get an immediate refund; (b) if the Goods can't be repaired or replaced, then you're entitled to a full refund in most cases; and (c) up to 6 years from delivery, if the Goods do not last a reasonable length of time you may be entitled to some money back and you can ask us to repeat or fix the Services if not carried out with reasonable care and skill or receive a refund if we cannot remedy the defect. If you believe Goods are faulty or misdescribed and wish to return them, you must permit us to inspect the Goods before taking any further action and must not uninstall such Goods prior to the inspection. If we agree the Goods are faulty or misdescribed following inspection, we will at our option either collect those Goods or pay the costs of return.
- **9.3** If you are a Business (subject to clause 1):
- **9.3.1** these Terms and Conditions are in place of all warranties, representations, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise (including implied undertakings of satisfactory quality, conformity with description and reasonable fitness for purpose) relating to the Contract and/or the Services, all of which are hereby excluded by us to the maximum extent permitted by law;
- **9.3.2** we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions or the Contract for: (i) any loss of profits, sales, business, or revenue; (ii) loss or corruption of data, information or software; (iii) loss of business opportunity; (iv) loss of anticipated savings; (v) loss of goodwill; or (vi) any indirect or consequential loss;
- **9.3.3** our total liability to you in respect of all other losses arising under or in connection with these Terms and Conditions or any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lower of a) £500 or b) the total Charges payable; and
- **9.3.4** you shall indemnify us and keep us indemnified against any and all losses, expenses and liabilities resulting from all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our contractors, agents, employees or affiliates which arise out of: (i) your breach of these Terms and Conditions; and/or (ii) any third party claims made against us arising out of the provision of the Services to you and/or our presence at the Premises other than due to our breach of these Terms and Conditions or our negligence.
- **9.4** If our performance of the Services is delayed or otherwise hindered by an event outside our control then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay or hindrance. Provided we do this we will not be liable for delays or non-performance caused by the event and will be allowed additional time in which to undertake the Services. However, if there is a risk of substantial delay or hindrance to the Services, either of us may contact the other to end the Contract. In this case, you will only be required to pay the Charges in respect of the Services delivered or Goods supplied up to the date of termination.
- **9.5** We will not be liable in any way if any scaffolding required to perform the Services is not erected or removed within any timescale indicated before or after the completion of the Services.

10. Other important information

- **10.1** Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- **10.2** If we fail to insist that you perform any of your obligations under these Terms and Conditions, 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.
- **10.3** These Terms and Conditions may not be replaced or varied except by agreement in writing signed by both you and us. These Terms and Conditions will prevail over any others used by you or contained, set out or referred to in any documentation sent to us by you and by entering into the Contract with us, you waive the application of any other terms and conditions other than those set out herein.
- **10.4** If you are dissatisfied with the service received from us, please contact us, using the contact details in clause 12, with your complaint. We will endeavour to resolve this in accordance with our internal complaint procedures. If you are unhappy with our resolution, please let us know. If you remain unhappy with any final resolution, we will provide you with details of an alternative dispute resolution ("**ADR**") provider. We do not subscribe to any particular ADR provider and are not obliged to participate in ADR.

10.5 If you are a Consumer:

- 10.5.1 we may transfer our rights and obligations under any Contract to another organisation. If we wish to make such a transfer, we will either: (i) tell you of this in writing and ensure that the transfer will not affect your rights under the Contract; or (ii) contact you to let you know of the replacement organisation. If you are unhappy with the transfer you may contact us to end the Contract within 3 working days of us telling you about it and we will refund you any payments you have made in advance for Services that have not been performed; and
- 10.5.2 each Contract is between you and us. No other person shall have any rights to enforce any of its terms.

10.6 If you are a Business:

- 10.6.1 the Contract contains the entire agreement between you and us and supersedes all prior written or verbal agreements and understandings pertaining to the subject matter of the Contract and prevails over any contract or terms and conditions that you have supplied to us. Both you and we acknowledge that in entering into the Contract neither of us has relied upon any verbal or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other in relation to the subject-matter of the Contract at any time before its coming into effect (together "Pre-Contractual Statements"), other than those which are set out in the Contract, provided that nothing in this clause 6.1 shall exclude or restrict the liability of either you or us arising out of our or your (as applicable) fraudulent misrepresentation or fraudulent concealment;
- **10.6.2** any notices in relation to the Contract will be delivered: (i) by email or by post in the case of notices from us to you, using the details provided by you in making your order for the Services; and (ii) by email in the case of notices from you to us, using the contact details set out in clause 12;
- **10.6.3** no third party may enforce any of the provisions of any Contract under the Contracts (Rights of Third Parties) Act 1999;
- **10.6.4** you may not assign, novate, transfer, sub-licence, declare a trust of, mortgage, charge or deal in any other manner with your obligations under the Contract, or with any of our rights or obligations under it, without our prior written consent; and

10.6.5 we may assign, novate, or transfer any of our rights or obligations under the Contract to another legal entity by giving written notice to you.

11. Governing law and jurisdiction

- **11.1** These Terms and Conditions and the Contract are governed by English law. This means that our supply of the Services and any Goods, and any dispute or claim arising out of or in connection with them will be governed by English law.
- **11.2** If you are a Consumer, you can bring proceedings in respect of these Terms and Conditions in the English courts.
- **11.3** If you are a Business, any dispute arising out of or in connection with these Terms and Conditions, the Contract and/or the Services (whether contractual or non-contractual) will be referred to the exclusive jurisdiction of the English courts.

12. Contacting us

Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any reoccurrence in the future. You can always contact us using the following details:

Email address: eng@guardianheatingservices.co.uk

Telephone: 0800 917 0645

Terms and Conditions last updated January 2024