



LIMITED ONLINE TERMS AND CONDITIONS

FOR THE SUPPLY OF SERVICES



Please read the following important terms and conditions (“conditions”) in full before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.

This contract sets out:

- Your legal rights and responsibilities;
- Our legal rights and responsibilities; and
- Certain key information required by law.

In these conditions:

- “We”, “us” or “our” means PH247 Limited (company number 12662331), our registered address can be found at 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX; and
- “You” or “your” means the person using our site to buy services from us.

If you don’t understand any of these conditions and want to talk to us about them, please contact us at any time of the day on any day of the week by:

- **Email: info@PH247.co.uk; or**
- **Telephone: 020 3764 2713.**

Do you need extra help?

If you would like these conditions in another format (e.g. audio, large print, braille) please contact us using the contact details at the top of these conditions.



Who are we?

We are PH247 Limited, a company registered in England and Wales under company number:12662331.

Our registered office is at:27 Old Gloucester Street, London, United Kingdom, WC1N 3AX.

Our VAT number is: [insert details].

We are:

Registered in the following trade register: Gas registration under registration number: 650120. For more details of what this means for you, click here: www.gassaferegister.co.uk

The details of these conditions will not be filed with any relevant authority by us.

1. Introduction

- 1.1 If you buy services on our site you agree to be legally bound by these conditions.
- 1.2 You may only buy services from our site for non-business reasons.
- 1.3 These conditions are only available in English. No other languages will apply to these conditions.
- 1.4 When buying any services you also agree to be legally bound by:
 - 1.4.1 our website terms and conditions and any documents referred to in them;
 - 1.4.2 specific terms which apply to certain services. If you want to see these specific terms, please visit the relevant webpage for the services or click on the [insert URL link to 'key information that summarises the order'] at any time during the online checkout process.

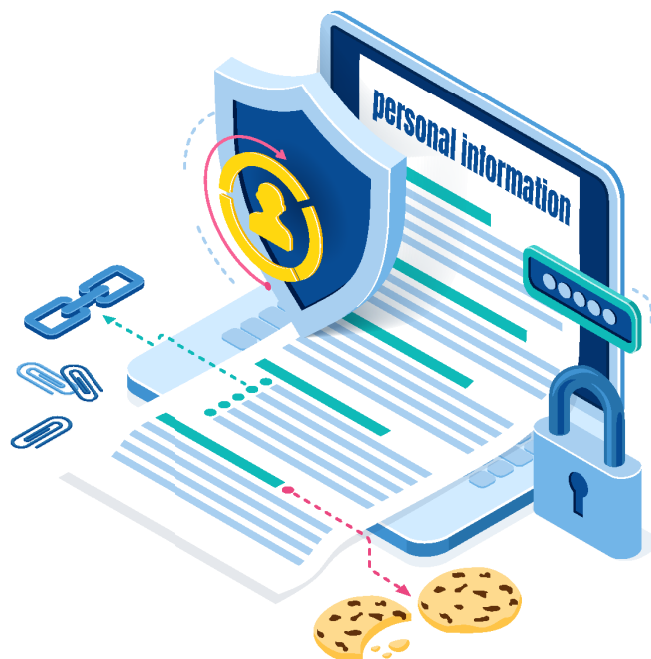
All of the above documents form part of the contract as though set out in full here.

2. Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:
- 2.1.1 Read the acknowledgement email (see clause 4.3); or
 - 2.1.2 Contact us using the contact details at the top of this page.
- 2.2 The key information we give you by law forms part of the contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3. Your privacy and personal information

- 3.1 Our “Privacy Policy” is available at [insert URL link to Privacy Policy].
- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.



4. Ordering services from us



4.1 Below, we set out how a legally binding conditions between you and us is made.

4.2 You place an order on the site by selecting the services that you wish to purchase and following the order process. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

4.3 When you place your order at the end of the online checkout process (e.g., when you click on the 'buynow' button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.



4.4 By submitting your order with us, you acknowledge that:

4.4.1 The boiler or other items due for servicing are easily accessible with sufficient room to remove the boiler cover; or

4.4.2 Where the boiler or other items due for servicing are not easily accessible or there is not sufficient room to remove the boiler cover you have informed us accordingly during the order process;

4.5 We may contact you to say that we do not accept your order. This is typically for the following reasons:

4.5.1 We cannot carry out the services (this may be because, for example, we have a shortage of staff);

4.5.2 We cannot authorise your payment;

4.5.3 You are not within a 6-mile radius of the postcode WC1N 3AX(as we typically do not service outside of this area); or

4.5.4 There has been a mistake on the pricing or description of the services.



4.6 We will only accept your order when we email you to confirm this ("Confirmation Email"). At this point:

4.6.1 A legally binding contract will be in place between you and us; and

4.6.2 We will provide the services as agreed during the online checkout process.

4.7 If you are under the age of 18 years old you cannot buy any services from the site.



5. Right to cancel

- 5.1 You have the right to cancel the contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed (i.e., the work is completed) during this period. This is further explained in clauses 5.5 and 5.6 below.
- 5.2 The cancellation period will expire after 14 days from the day we send you our Confirmation Email.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel the contract by a clear statement (e.g., a letter sent by post or email) using the contact details at the top of these conditions. You may use the model cancellation form available here [insert URL link to model cancellation form], but it is not obligatory.
- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.5 We will not start providing the services during the 14-day cancellation period unless you ask us to. When you place an order for services, you will be given the option to tick a box to request for us to start providing the services during the cancellation period. By ticking the box, you acknowledge that you will lose your right to cancel the contract once the services are fully performed (i.e., the work is completed). If you do not tick the box, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.
- 5.6 This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (i.e., the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under the contract even if the cancellation period has not expired.
- 5.7 This does not affect the rights you have if your services are faulty.



6. Effects of cancellation

- 6.1 If you cancel the contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:
- 6.1.1 for the services we provided up to the time you told us that you want to cancel the contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under the contract; or
- 6.1.2 the full price under the contract, if you lost your right to cancel the contract because the services were fully performed (i.e., the work was completed) during the cancellation period.
- 6.2 We will make the 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.
- 6.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.



7. Carrying out of the services

- 7.1 We will do our best to carry out the services by the time or within the period set out during the online checkout process and in the Confirmation Email (see clause 4.6). If you and we have agreed no time or period, this will be within a reasonable time.
- 7.2 Our carrying out of the services might be affected by events beyond our reasonable control, such as access restrictions, local lockdowns or restrictions imposed by the government, or the need for parts that we do not usually carry or have run out of. If so, there might be a delay before we can start or complete the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or complete the services as soon as those events have been fixed.
- 7.3 We will ask for your approval if we need to purchase extra materials (such as boiler seals for the combustion chamber or other non-stock item(s)) when carrying out the service(s), we will (where possible) buy them from a local supplier. Such purchases will be subject to an uplift of 20% of the retail price we have paid. This will be an expense that you are responsible for and we will invoice you the full amount (plus the 20% uplift).
- 7.4 If we cannot source extra materials locally we will order them from elsewhere and return later to continue to carry out the services.

8. Payment

- 8.1 We accept the following credit cards and debit cards: American Express, Visa, MasterCard and Maestro. We do not accept cash or cheques.
- 8.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with these conditions or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 8.3 If you order our boiler service and gas safety certificates service your credit card or debit card shall be charged upfront in full when you submit your order.
- 8.4 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via the relevant payment platform provider, such as Verified by Visa, Mastercard® SecureCode™ or American Express SafeKey.
- 8.5 If your payment is not received by us under clause 8.3, we may charge interest on any balance outstanding at the rate of 4% percentage points per year above MetroBank plc's base rate. We will email you to let you know if we intend to do this.
- 8.6 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5 and 6.
- 8.7 The price of the services:
- 8.7.1 is in pounds sterling (£) (GBP);
 - 8.7.2 includes VAT at the applicable rate;
 - 8.7.3 does not include the cost of extra material mark ups (at a rate of 20%) that maybe required from time to time as set out under clause 7.3.



9. Faulty services

- 9.1 Nothing in these conditions affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 9.2 Please contact us as soon as possible using the contact details at the top of these conditions if you feel we have not provided the services with reasonable care and skill or otherwise not in accordance with the contract. In such circumstances we will investigate your complaint and, if we agree with you, we will either (at your option):
- 9.2.1 Repeat the services;
 - 9.2.2 Otherwise fix the services; or
 - 9.2.3 Give you a price reduction.
- 9.3 In the event of a dispute between us, clause 12 will apply.

10. End of the contract

If the contract is ended it will not affect our right to receive any money which you owe to us under the contract.

11. Limit on our responsibility to you

- 11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 11.1.1 Losses that:
 - 11.1.1.1 Were not foreseeable to you and us when the contract was formed;
 - 11.1.1.2 Were not caused by any breach on our part;
 - 11.1.2 Business losses; and
 - 11.1.3 Losses to non-consumers.

12. Disputes

12.1 We will try to resolve any disputes with you quickly and efficiently.

12.2 If you are unhappy with:

- 12.2.1 the services;
- 12.2.2 our service to you generally; or
- 12.2.3 any other matter, please contact us as soon as possible.



12.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

12.3.1 let you know that we cannot settle the dispute with you; and

12.3.2 give you certain information required by law about our alternative dispute resolution provider which is run by ADR Group. You may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the 'Your Europe' portal: i.e., <https://webgate.ec.europa.eu/odr>.



12.4 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to the contract.

12.5 The laws of England and Wales will apply to the contract.



13. Third party rights

No one other than a party to this contract has any right to enforce any term of the contract.