



## Terms & Conditions for installation of Heat Pump Systems

### 1. Introduction

- 1.1 These terms and your Fast Quote and (if applicable) any Additional Works Quote shall form the contract between you and Octopus Energy Services Limited (company number 10434397) (“we”, “us”, “our” and “Octopus”) for the installation of your heat pump system.
- 1.2 For the purposes of these terms, “heat pump” and “heat pump system” mean the heat pump unit, water cylinder, controls, electrical hardware, wiring, pipes, fittings, valves, radiators, and any external modifications including earthworks, barriers, and other materials installed as part of the agreed heat pump system design.
- 1.3 These terms are based on the information you have provided to us in your online application form. If any of this information changes you must let us know immediately as it may impact your Fast Quote and/or our ability to complete your installation. By completing an application form you confirm that you agree to be bound by these terms.

### 2. Eligibility

- 2.1. To be eligible for us to install a heat pump system at your property you must complete our application form accurately and in full, have the legal right to have the heat pump system installed (both internal and external to your home) and obtain any required planning or building approvals required for your installation (collectively referred to as the “**Eligibility Criteria**”).
- 2.2. If any of the Eligibility Criteria have not been satisfied, we will not complete the installation until they are (assuming the heat pump and/or associated components have not already been installed). Where your heat pump system has already been installed either in part or in full:
  - (a) you shall be liable for all costs of the installed heat pump system parts and their installation; and
  - (b) you shall be liable for all costs of materials deemed unfit for future use regardless of whether they have been installed at your property yet; and
  - (c) you shall indemnify us for all claims, liabilities, costs losses and expenses (including third party claims and legal fees that we may incur arising from or in connection with the installation of the heat pump and/or associated components).

### 3. Our Charges and Boiler Upgrade Scheme (“BUS”) Application

- 3.1 If we consider your property is likely to be suitable for an air source heat pump system, we will provide you with a price (the “**Fast Quote**”) for a Standard Installation. A Standard Installation is an installation requiring only minor modifications to your home’s existing pipework and existing interior or exterior finished surfaces and adjacent grounds.

3.2 The Fast Quote price entitles you to the following standard installation components and materials:

- (a) air-source heat pump as deemed appropriate for your home by our home heating technical experts;
- (b) heat-pump compatible cylinder as determined by us;
- (c) compatible and appropriately sized radiators to meet the required heat output;
- (d) electrical materials required to fit a properly functioning heat pump system at your home
- (e) plumbing materials required to affect a standard installation of a properly functioning heat pump system at your home.

3.3 Your Fast Quote price includes the labour costs to complete your “Standard Installation”. A Standard Installation is an installation requiring only minor modifications to your home’s interior and exterior finished surfaces and adjacent grounds.

3.4 Standard Installation components, materials, and labour do not include major modifications to your home’s existing pipework or any underground works, including the replacement of a one-pipe heating system or replacement of undersized primary heating pipework.

3.5 Any Fast Quote that we provide is based on your answers about the relevant technical details of your home, which you provided to us as part of your application. Where we determine the technical details of your home differ from the answers you provided, we reserve the right to void your Fast Quote and issue a new Fast Quote based on those details.

3.6 The Fast Quote does not include changes to your home’s electrical service that your Distribution Network Operator (DNO) may require, such as unlooping, or a three-phase (3-phase) power connection. If your home requires a main fuse (service cut-out) upgrade, we may be able to undertake these works for you, but where we are not allowed to do these additional works, your DNO may levy a separate charge for doing them.

3.7 Any Fast Quote we provide constitutes a fixed price for a Standard Installation that meets or exceeds Microgeneration Certification Scheme (MCS) standards and is not subject to reduction or discount from any customer-requested modifications of the system design.

3.8 Any Fast Quote that we provide will be valid for thirty (30) days.

3.8.1 Should you wish to proceed with your Fast Quote after such time, we may, at our discretion, elect to issue a new Fast Quote.

3.8.2 After such time, where we have failed to contact you after reasonable attempts, we may, at our discretion, cancel your Fast Quote.

- 3.9 In the event that we issue a Fast Quote with incorrect details (including price), we may at our discretion, issue a corrected Fast Quote based on the information you provided.
- 3.10 To accept the Fast Quote and proceed with a home survey to verify your home's suitability for a heat pump system, you must make a £500 advance payment via a payment system provided to you via webpage or email. This advance payment is refundable as set out in clauses 4 and 6 below.
- 3.11 Where you wish to apply for the government Boiler Upgrade Scheme (BUS) grant, we will use the information you provide us to submit the application form on your behalf. Where your application is unsuccessful or if the BUS grant ceases to be available, you will need to pay the difference to us before we can proceed with your installation.

#### 4. Site Survey and Suitability

- 4.1 Even where you meet the Eligibility Criteria, there may be other factors which would prevent us from completing the installation. We will therefore conduct an on-site survey, following receipt of your advance payment, to assess whether your property is suitable for our Standard Installation service.
- 4.2 Where we identify that your home is not suitable for our Standard Installation service, but that an installation is possible provided additional works are completed ("**Additional Works**"), we shall contact you and provide you with a quote for the additional cost. This quote shall either be a separate "**Additional Works Quote**" or an amended final sale price in your final sale contract, which we will issue to you following completion of your home survey and system design (the "**Contract Pack**"). This Additional Works Quote may include services and materials provided by third-party providers.
- 4.3 You may elect to accept the Additional Works Quote or Contract Pack via a link provided to you by web or email. Payment will be due upon completion of the heat pump installation. Should you not wish to accept the Additional Works Quote or the Contract Pack, we will refund your advance payment in full.
- 4.4 We reserve the right to make the final decision of your home's suitability based on our installation standards and expertise. Where we identify factors that prevent us from completing an installation even with Additional Works, we will refund your advance payment in full.
- 4.5 Where we deem your home to be suitable for an air source heat pump installation in accordance with our Standard Installation service criteria and any required Additional Works, we will perform the installation with reasonable skill and care, in a good and workmanlike manner and in accordance with the standards set by the MCS. We shall also comply with all applicable laws.
- 4.6 The exact make and specification of all components and materials shall be at our sole discretion and any changes to the specified schedule of materials and components, including any requested third-party components or materials, will also be at our discretion.
- 4.7 We will not make use of components or materials that cause, or are likely to cause, the installed system to fail to meet MCS standards.

## 5. Installation Exceptions and Waivers of Liabilities & Guarantees

- 5.1 In accordance with MCS standards and clause 4, we will exercise reasonable skill and care when determining suitable locations for your heat pump system components, including pipework and electricals. We may, at your request, choose to relocate components or otherwise deviate from our initial design to achieve specific outcomes. Where we alter our plans to meet your requests, you agree that we are not liable for damages to interior and exterior finished surfaces and adjacent grounds that result from these alterations.
- 5.2 If your home is equipped with an underfloor heating system connected to your boiler or other primary heat source:
- 5.2.1 We will ask you to provide design & installation documentation. If you cannot provide such documentation, we may cancel your installation and refund your advance payment in full as per clause 4.4.
- 5.2.2 Where we elect to continue with installation without the requested documentation, you agree that we make no guarantees as to the future performance of your underfloor heating system.
- 5.3 At your request we may install or commission your system at a hot water flow temperature that differs from the designed flow temperature. Where we commission your heat pump system at a different temperature to meet your request, you agree that we do not guarantee system performance for heat output or energy consumption.
- 5.4 Where your home has pipework or other existing fittings or components whose lifespan may be shortened by the installation of your heat pump system, we may cancel your installation and refund your advance payment in full as per clause 4.4. Where we continue with your installation at your explicit request, you agree that we are not liable for any impacts on these fittings or components.

## 6. Cooling-off period and Rescheduling Your Installation Date

- 6.1 Our contract with you for the installation of a heat pump system as set out in your Fast Quote/Additional Works Quote and/or Contract Pack (together the “**Installation Contract**”) shall be formed upon you signing and returning the Contract Pack described in clause 4.2.
- 6.2 You have a 14-day “cooling off period” that runs from the day you accept the Installation Contract. During that time you can cancel the Installation Contract and we will refund any money you have paid, provided that our engineers have not already started working on your installation (see clause 6.3).
- 6.3 You agree that we can, at your request, start work before the end of the cooling off period. Where you ask us to do this, you agree that we can charge you for any goods delivered or services carried out by us up to the point you notify us that you wish to terminate the Installation Contract, as detailed in clause 2.2.
- 6.4 After your 14-day cooling off period has expired, you have a further “risk-free” cancellation period that runs until the earlier of 24 hours prior to your agreed installation date, or 17:00 UK time on the last business day prior to your scheduled installation. During this time you can cancel the Installation Contract for any reason and request a full refund of your advance payment.

- 6.5 After the expiration of the “risk-free” cancellation period in clause 6.4, you may still cancel the Installation Contract and request a refund of any monies paid to us, but we will deduct any applicable charges for any goods delivered and services carried out by us up to the point you notify us that you wish to terminate the Installation Contract, as detailed in clause 2.2.
- 6.6 Where you have accepted the Installation Contract and we are unable to contact you for a period of thirty (30) days following reasonable attempts, we may, at our discretion, cancel your Installation Contract and refund any monies paid to us. We will deduct any applicable charges for any goods delivered and services carried out by us up to the point your Installation Contract is cancelled due to lack of contact.
- 6.7 You may reschedule your installation date, but you must give us at least 24 hours’ notice working days’ notice if you want to do this, or we may, at our discretion, charge you a fee of up to £150. To reschedule your appointment or cancel your Installation Contract please call us on 0808 196 6842.
- 6.8 We may reschedule your installation date at our discretion, which will affect your wait time. Where we change your date, the periods and right of cancellation in clauses above remain in force.

## **7. Your Obligations**

- 7.1 You agree to:
- 7.1.1 promptly provide us with any information we request and comply with our reasonable requirements;
  - 7.1.2 make all necessary preparations to your home for your installation as set forth in your Contract Pack;
  - 7.1.3 comply with all planning legislation regarding the installation of your air source heat pump system;
  - 7.1.4 accept and store one or more materials shipments for your installation for a period of up to 7 calendar days prior to your scheduled installation date;
  - 7.1.5 provide us with safe, free and unobstructed access to your property to carry out the installation.
- 7.2 If you fail to cooperate with us or meet these obligations, we may cancel or delay your installation and charge you a cancellation fee of up to £150.
- 7.3 You are responsible for paying us for your Fast Quote and/or Additional Works Quote in accordance with the payment terms provided by us. You are responsible for paying the full and final price set forth in your Contract Pack and any Additional Works Quote(s) within five (5) business days of us completing your installation. If you do not make any payments on time, we may:
- 7.3.1 take such steps as are necessary to recover the sums due to us, which may include employing a debt collection agency;
  - 7.3.2 provide information about your non-payment to credit reference agencies, which may impact your ability to get credit in the future;

- 7.3.3 recover from you all costs incurred by us in pursuing your non-payment, including bank charges due to cancelled or failed payments, the cost of visiting you, including through any debt collection agency; and/or
- 7.3.4 charge interest at the rate of 4% above the Bank of England Bank base rate at the relevant time on all outstanding charges from the date the charges first became overdue until the date you make payment of such charges.

## 8. Warranty

- 8.1 Your heat pump comes with a 5-year warranty from the manufacturer. We will assign the benefit of this warranty to you upon completion of your installation and will provide you with details on how you can claim.
- 8.2 We provide a 2-year warranty from the date your system is commissioned for your hot water cylinder, any new radiators we installed, and any new-to-home electrical components installed as part of your heat pump system.
- 8.3 We guarantee our workmanship for a period of two (2) years from the date your system is commissioned.
- 8.4 After we have completed the installation of your heat pump system, you will be responsible for maintaining it to ensure that it continues to operate in good working order.
- 8.5 Warranties and guarantees do not cover accidental damage, misuse, or failures due to lack of recommended maintenance. We reserve the right to limit our workmanship guarantee where any other company or individual has conducted subsequent work on the system.

## 9. Complaints

- 9.1 We hope you don't have any need to complain, but if you do wish to make a complaint, please visit <https://octopus.energy/unhappy-home-tech/> to view our complaints policy and how to contact us.

## 10. Data Privacy & Use

- 10.1 You agree that we may use any personal data that you provide to us in accordance with our Privacy Policy which is available on our website at <https://octopus.energy/policies/privacy-policy/>, and as set out in these terms.
- 10.2 You agree that we may receive telemetry, diagnostic, and other system performance data from your installed heat pump system, to include control modules, temperature sensors, and other installed digital devices, whether or not you are under an energy import or export tariff agreement with us. Such data will be transmitted via the Cosy Hub controller or via functionally equivalent heat pump control device. Any use of such data by ourselves will be conducted in accordance with applicable laws and our Privacy Policy.
- 10.3 You agree that we, through our mobile application for Apple iOS or Google Android mobile operating system and selected third party tools and services, may send and receive telemetry, diagnostic, other system parameters and performance data.

- 10.4 You agree that we may access your heat pump system remotely to allow control of the operation and functions of your system or its installed digital components through our mobile application, or by other remote means. This may include deciding to start or stop your heat pump, or change its power consumption within its normal operational parameters (per manufacturer's specification), and maintaining temperature thresholds set by you.
- 10.5 You agree that, where you are under a flexible energy import or export tariff ("Smart Tariff") agreement with us, you agree that we may, through our digital systems, remotely access your installed heat pump system for the purpose of controlling its operation and functions as required to deliver optimised system performance ("optimisation") in support of your Smart Tariff.
- 10.6 You agree that to the extent that any installation, repair, maintenance or management is required in respect of your heat pump or any related controls, you (or the homeowner, if different) shall agree a suitable time with us for such works to take place during our normal business hours, and you shall (a) take reasonable care of your heat pump and any associated equipment; and (b) ensure that your heat pump is at all times switched on and connected per the manufacturer's instructions to ensure continued use.

## **11. Liability**

- 11.1 We will not be liable to you for:
  - 11.1.1 Any loss due to circumstances beyond our control (Force Majeure event);
  - 11.1.2 Any loss which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contractor wasted expenses;
  - 11.1.3 Any loss which was not or could not have been reasonably foreseen even if we, our employees, subcontractors or agents did not follow these terms; or
  - 11.1.4 Any loss suffered as a result of the act or omission of a third party; and
  - 11.1.5 Any losses that arise due to your act, omission negligence or default.
- 11.2 If you suffer any loss or damage, our responsibility to you will be limited to the cost of the goods and services provided to you under this agreement, up to a maximum of £7,500.
- 11.3 We do not limit or exclude liability for death or personal injury caused by our negligent acts or omissions.

## **12. General**

- 12.1 We can change these terms and conditions at any time, which may include situations where it is necessary for us to comply with any laws, or other rules that we are obliged to follow.
- 12.2 We will inform you of any changes and the latest copy of our terms and conditions will be available on our website.

- 12.3 We may transfer, subcontract, assign or novate any or all of our rights (including the right to recover the charges) or obligations under this contract without your consent. This will not affect your rights under this contract.
- 12.4 You may not transfer the contract or any of your rights under it without first obtaining our written consent.
- 12.5 If we do nothing, or delay taking action, if you breach this contract, we will still be entitled to take action later if we wish.
- 12.6 Notices to you under this contract will be sent by post or hand to the billing address, or in the case of email to the last known email address that you have provided. Notices to us under this contract must be sent by post to Octopus Energy Services Limited, UK House, 5th Floor, 164-182 Oxford Street, London, W1D 1NN, with a copy emailed to [heat@octopus.energy](mailto:heat@octopus.energy).
- 12.7 If any part of this contract is invalid or is void or unenforceable, it shall not affect the rest of the contract.
- 12.8 The laws of England and Wales apply to this contract and any disputes arising shall be dealt with exclusively by the English courts.