



BOILER REPLACEMENT AGREEMENT

A modern boiler will save you around £300 a year on gas*

- Grade A Boiler***** A brand new, like for like, 'A' rated high efficiency boiler.
- FREE 24/7 callout**** Worry free callout service will not cost you a penny, even if you need us on Christmas Day.
- FREE repairs**** All repairs are free and if we can't fix a fault a new boiler is installed free of charge.
- FREE annual servicing**** To keep the boiler running at optimal efficiency.
- No hidden costs** You will only ever pay the monthly fee and there are absolutely no hidden costs or charges, ever.
- FREE radiator flush** We provide a radiator **Power Flush worth £350** to make sure your system is free of damaging contaminants.
- No upfront payment** There are no upfront payments and we do not require a credit check.
- 0% interest** The rate of interest is 0% throughout the Agreement.

* Source: Energy Saving Trust 2012

****Bronze Care Agreement is included and is valid for the Term of the Agreement herein.**

*****Up to 36kW**

AGREEMENT

PSAH: Form 02

This Agreement is made on the day of 201

BETWEEN: Prestige Solar and Heating Ltd (Company Registration Number 7001547) whose registered office is at 10 Savage Road, Lordswood, Chatham, Kent ME5 8DY ("the Company") AND

(Individually and/or jointly "the Customer") of:

Post Code:

("the Property")

The Company agrees to install a high efficiency Grade A condensing central heating boiler at no cost to the Customer SUBJECT to the Property being suitable for an installation and the Direct Debit Payment being made by the Customer.

The Property is wholly owned by the Customer and under this Agreement the Customer agrees to the installation of the Equipment in consideration of the Company allowing the Customer to use the Equipment at all times throughout the term of this Agreement.

The Company and the Customer agree to be bound by the terms of this Agreement, comprising the Conditions and the Conditional Sale Agreement.



NOW the parties AGREE as follows:-

CONDITIONS

1. DEFINITIONS:

“Prestige Solar and Heating Ltd”	The Company whose details are noted above
“Assignment”	An assignment of this Agreement
“Conditional Sale Agreement”	The Conditional Sale Agreement to which these Conditions are attached and embodied in
“Direct Debit Payment”	The sums to be paid to the Company by the Customer as set out in paragraph 10 of the Conditional Sale Agreement
“Equipment”	The goods detailed in paragraph 5 of the Conditional Sale Agreement being a high efficiency Grade A condensing central heating boiler together with all other parts and components that are critical in the normal function of the Equipment, including magnetic and lime scale filters
“Property”	The property of the Customer as defined in the Conditional Sale Agreement where the Equipment is to be installed
“Restriction”	The restriction to be registered against the Property as set out in paragraph 13 of the Conditional Sale Agreement
“Term”	Means the duration of this Agreement as set out in paragraph 3 of the Conditional Sale Agreement
“Transfer “	Any sale or assignment of the Property to a Transferee by the Customer, their successors in title or a mortgagee in possession
“Transferee”	The third party to whom a Transfer is made.

2. THE COMPANY’S RESPONSIBILITIES AND OBLIGATIONS

The Company will comply with its responsibilities and the obligations to the Customer as detailed in Schedule 1 below.

3. THE CUSTOMER’S RESPONSIBILITIES AND OBLIGATIONS

The Customer shall comply with its responsibilities and the obligations to the Company as detailed in Schedule 2 below.

4. OWNERSHIP OF THE EQUIPMENT

4.1 For the avoidance of doubt, the Company is the owner of the Equipment and the Customer shall have no right, title or interest in the Equipment save the for instances expressly referred to and stated in this Agreement.

4.2 If the Customer opts to purchase the Equipment and brings this Agreement to an end, the Customer may obtain the ownership of the Equipment by making an additional payment in accordance with the sums set out in Schedule 3 below. The Customer shall inform the Company by giving 28 days’ notice of its option to purchase and the Company will issue an invoice for the amount payable.

4.3 The Customer agrees not at any time during the Term to remove, replace or carry out maintenance to the Equipment.

4.4 The Company undertakes to the Customer that the consent required by the Restriction referred to in paragraph 13 of the Conditional Sale Agreement shall not be unreasonably withheld or delayed, provided that the Customer undertakes that upon the occurrence of any Transfer the Customer shall either:

pay to the Company the sums set out in Condition 4.2 above and Schedule 3 below, or

provide full details of the Transferee to the Company not later than 14 days prior to the completion of the Transfer in order that the Company may attempt to obtain a signed Assignment and a signed Direct Debit mandate from the Transferee.

4.5 If the Transferee is unwilling to enter into an Assignment and a Direct Debit mandate, then the Customer shall pay to the Company the sums referred to in Condition 4.2 above and Schedule 3 below and thereby obtain title to the Equipment.

5. ASSIGNMENT OF AGREEMENT



5.1 The Company shall have the right, at its own discretion, to assign its interest in this Agreement to any third party of its choosing.

5.2 The Company will inform the Customer in writing within 28 days of any Assignment or other dealing with this Agreement by the Company.

5.3 The Customer may only assign its rights under this Agreement in accordance with Condition 4.4 above.

5.4 Any Assignment will not affect the terms of this Agreement and this Agreement shall continue to be binding and shall ensure for the benefit of any person to whom any right or obligation is assigned to in accordance with this Agreement.

6. GOVERNING LAW

This Agreement shall be governed by the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1

THE COMPANY'S RESPONSIBILITIES AND OBLIGATIONS

7. The Company will install the Equipment at its own cost and expense on a date to be agreed between the Company and the Customer. The Customer shall ensure that the Company is provided with sufficient and reasonable access to the Property to allow the installation to be undertaken on the agreed date. The installation will be carried out in a very careful and considered method of working and best working practices followed, however the Company will not be responsible or liable for any redecoration, carpets, floor coverings and soft furnishings required as a result of installation of the Equipment. Specifically:
 - 7.1 The Company will undertake a gas safety test and Power Flush of the Customer's existing system and radiators before installation commences and will advise the Customer of any leaks found. At the time of installation the Company will also install a programmable room thermostat and thermostatic radiator valves, where not already installed.
 - 7.2 The Company will remove and dispose of the Customer's old boiler free of charge.
8. The Company will arrange to keep the Equipment in good repair, condition and working order for the Term and will provide an annual service free of charge to check the effectiveness of the Equipment and shall furnish any and all parts, mechanisms and devices which are required to keep the Equipment in good working order during the Term.
9. The Company will provide a 365 day repair call out to the Customer and in the event of a call out, the Company warrants to the Customer that:-
 - 9.1 If the company receives a repair call from the customer we will attend the property in accordance with our Care Agreement Terms and Conditions, available on our website.
10. Where necessary, the Company will replace such parts of the Equipment with new parts at its own expense.
11. If within the Term the Customer requires, for its convenience, that the Equipment be relocated within the property, then the Company will carry out a free survey to check the new location's suitability and will then provide a written transparent quote to do the work, only accounting for the cost of labour and parts
12. After the tenth anniversary of the installation, the Customer may request an upgrade of the Equipment subject to entering into a new agreement, on terms current at that time without the penalty of the early repayment fees contained in Schedule 3.
13. At the end of the term and subject to all payments having been made under this Agreement, the Customer can either:-
 - request an upgrade for the Equipment subject to entering into a new agreement, On terms current at that time, or
 - enter into modified terms of agreement with regard to the existing Equipment in respect of future maintenance of the Equipment, or
 - obtain title to the Equipment without making any further payment
14. The Customer shall allow the Company (or its appointed agents) reasonable access to the property in order to carry out such maintenance, repairs and any remedial works whatsoever in relation to the Equipment.

SCHEDULE 2



THE CUSTOMER'S RESPONSIBILITIES AND OBLIGATIONS

- 15. The Customer shall immediately notify the Company on discovering any damage to the Equipment. No third party shall be permitted to undertake any repairs or make any modifications to the Equipment whatsoever, without the prior written consent of the Company
- 16. The Customer agrees to pay the Direct Debit Payment.
- 17. In the event of any of the following happening, the Customer shall pay all sums payable to the Company under this Agreement including instalments which are overdue or are yet to become due, but subject to the provisions of paragraph 18 of the Conditional Sale Agreement and the rights of the Customer under Condition 4.2 above:
 - 17.1 If at any time during the Term the customer owes the Company an amount totalling in excess of two monthly payments;
 - 17.2 In the event of theft, fire or damage accidental or otherwise to the Equipment throughout the Term, where any loss suffered by the Company in respect of the Equipment is not covered by the Customer's insurance;
 - 17.3 Failure by the Customer to comply with any of the responsibilities detailed in this Schedule 2.
- 18. The Customer will shall be responsible for maintaining all other pipe work and radiators in the Property at their own expense and for the avoidance of doubt the Company will only be responsible for maintaining the Equipment and not any other parts of the Property's central heating system.

SCHEDULE 3

Option to Purchase

Based on balance owed and 15% administration fee

TIME OF PAYMENT	PAYMENT AMOUNT
0-12 months	£6900
12- 24 months	£6210
24- 36 months	£5635
36- 48 months	£5060
48- 60 months	£4485
60-72 months	£3910
72-84 months	£3335
84-96 months	£2760
96-108 months	£2185
108-120 months	£1610
If on the end of the Term:	£ Nil

All the above figures shall be due and payable upon 30 days after the date of the invoice. Any repayment amount that remains unpaid 30 days after the date of the relevant invoice shall attract interest at an interest rate of 7.9% or the rate applied under Section 69 of the County Courts Act 1984, whichever is the lesser, until paid.

TERMINATION: YOUR RIGHTS

You have a right to end this Agreement. To do so, you should write to the person you make your payments to. They will then be entitled to the return of the goods and to half the total amount payable under this Agreement that is £3,000.00. If you have already paid at least this amount plus any overdue instalments and have taken reasonable care of the goods, you will not have to pay any more.

REPOSSESSION: YOUR RIGHTS

If you do not keep your side of the Agreement but you have paid at least one third of the total amount payable under this Agreement, that is £2,000.00 the creditor may not take back the goods against your wishes unless he gets a court order. (In Scotland he may need to get a court order at any time). If he does take the goods without your consent or a court order, you have the right to get back any money that you have paid under this Agreement.

Conditional Sale Agreement regulated by the



Consumer Credit Act 1974

Agreement Number

1. The Company is Prestige Solar and Heating Ltd, registered in England and Wales, whose registered office is at 10 Savage Road, Lordswood, Chatham, Kent, ME5 8DY ("the Company")
2. The Customer is:

Full Name:

Full Name:

Full Name:

Full Name:

Of: (Address)

Post Code:

("the Property") registered under Title Number:

3. The duration of this Agreement is 10 years from the date of this Agreement, subject to the Customer's right to repay early as set out in this Agreement.
4. The Agreement will be provided by the delivery of the goods described below to the Customer.
5. The goods to be supplied under this Agreement are a Grade A condensing central heating boiler, with parts and components necessary for the functioning of the boiler ("the Equipment").
6. The cash price is £6000.00 for the term of the Agreement.
7. The rate of interest is 0% throughout the Agreement.
8. The total amount payable is £6,000.00
9. The total amount payable under the Agreement is not greater than the total cash price of the goods, the acquisition of which is to be financed under the Agreement.
10. The Customer shall make 120 monthly repayments to the Company, being the sum of £50.00 per month commencing immediately after installation by Direct Debit.
11. The Customer has a right to receive, on request, and free of charge, at any time throughout the duration of this Agreement pursuant to section 77B of the above Act, a statement in the form of a table showing
 - 11.1 The details of each instalment owing under this Agreement;
 - 11.2 The date on which each instalment is due, the amount and any conditions relating to the payment of the instalment;
 - 11.3 A breakdown of each instalment showing how much comprises capital payment, interest payment and (if applicable, any other charges).
12. If the Customer misses any payment and is two monthly payments in arrears the Company may demand payment of all sums due under this Agreement and legal action may be taken against the Customer, and it may be more difficult for the Customer to obtain credit.
13. For the purpose of allowing the Company to be notified should the Customer wish to sell or otherwise transfer the Property, the Customer acknowledges and consents to the Company applying to HM Land Registry in the following form:

"no disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge register before the entry of this restriction, is to be registered without a written consent signed by Prestige Solar and Heating Limited (Company Registration Number 7001547) whose registered office is at 10 Savage Road, Lordswood, Chatham, Kent ME5 8DY"

By entering into this Agreement, the Customer specifically consents to the entry of the Restriction against the Property.
14. The Customer has a right to withdraw from the regulated consumer credit agreement including—



- 14.2 The right to withdraw within 14 days without the Customer having to give any reason;
- 14.2 That period of withdrawal begins the day after the creditor gives the Customer a copy of the Agreement which has been made and ends 14 days later;
- 14.3 The Customer is required to notify the Company of any intention to withdraw, in writing or verbally
- 14.4 The person the Customer must notify of any intention to withdraw from the Agreement is the Company whose details appear above
- 15. The Customer will be require to repay the cash price without delay and no later than 30 calendar days after giving notice of withdrawal within the 14 days if the Equipment has been installed upon the request of the Customer.
- 16. The amount of interest payable per day is £0.00.
- 17. The Customer must pay the payments to the Company by cash or cheque.
- 18. The Customer has a right to repay early in full or in part and can do this by sending money to the Company as set out in this Agreement
- 19. The Customer can terminate his Agreement at any time by notifying the Company and paying the sums set out in the notice "TERMINATION: YOUR RIGHTS" (SEE Condition 4.2 attached as to title to the Equipment.
- 20. The Customer has the right to complain to the Financial Ombudsman Service
- 21. The Bronze Care Terms and Conditions are attached to this Agreement and form part of this Agreement
- 22. The office of Fair Trading at Fleetback House, 2-6 Salisbury Square, London EC4Y 8JX is the Supervisory authority under the Act

Signatories:

Signature of Customer:

Date:

Signature of Customer:

Date:

Signature of Company:

Date:

Signature of Customer

Date:

Signature of Customer:

Date:

RE-CONTACT CREDIT INFORMATION



(Standard European Consumer Credit Information)

1. Contact details

Prestige Solar and Heating Ltd, 10 Savage Road, Lordswood, Chatham, Kent ME5 8DY ("the Company")

2. Key features of the product

The type of Agreement	Conditional Sale Agreement
The total amount of payment. This means the amount of payments to be provided under the proposed Agreement	£6,000.00
How and when the Agreement would be provided	By delivery of the goods referred to below
The duration of the Agreement	10 years (subject to the Customer's early Repayment rights set out in the Agreement)
Repayments	120 monthly payments, being in the sum of £50.00 per per month commencing immediately after installation
The total amount you will have to pay. This means the amount you have borrowed plus interest and other costs.	£6,000.00
The proposed payments will be granted in the form of a deferred payments for: - Goods or services - Description of goods - Cash price	A condensing central heating boiler with components necessary for the functioning of the boiler
Security provided by the Customer.	For the purpose of allowing the Company to be Notified should the Customer wish to sell the Residential property where the boiler is located, the Customer acknowledges to HML and Registry for The Restriction to be registered against the Property in which the goods are located in the following form: <i>"no disposition of the registered estate, (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of the restriction, is to be registered without a written consent signed by Prestige Solar and Heating Limited whose registered office is at 10 Savage Road, Lordswood, Chatham, Kent ME5 8DY."</i>

3. Costs of the Agreement

The rates of interest which apply to the Agreement	The rate of interest charged will be 0% per annum
Annual Percentage Rate of Charge (APR). This is the total cost expressed as an annual Percentage of the total amount of the Agreement. The APR is there to help you compare Different offers.	The APR will be rates of 0% for the term of the Agreement



Consequences of missing payments.	<p>If you miss payments and in the event you are two monthly payments in arrears demand may be made for immediate full payment of the outstanding balance. If full payment is not made, legal proceedings may be taken against you and it may be more difficult to obtain credit.</p> <p>If you miss payments and in the event you are two monthly payments in arrears, and full payment is not made, the Company may issue you written notification that the Equipment is to be removed. In this instance, you agree to provide full and absolute access to the Company within 28 days of the written notification to remove the Equipment.</p>
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4. **Other important legal aspects**

Right of withdrawal.	You have the right to withdraw from the Agreement Before the end of 14 days beginning with The day on which we give you a copy of the Executed Agreement.
Early repayment.	You have the right to repay under the terms of the Agreement early at any time in full or partially.
Right to a draft agreement.	You have the right, upon request, to obtain a copy of the draft Agreement free of charge, unless the Company is unwilling at the time of the request to Proceed to the conclusion of the Agreement.

Notes