

Consumer Guarantee for Installation Services

The Guarantee sets out the terms upon which [INSERT COMPANY NAME] offers guarantee cover for the Products supplied by it to its Customers, and for the installation services provided by [INSERT COMPANY NAME] Registered Installers. Terms defined in [INSERT COMPANY NAME]'s Terms and Conditions bear the same meaning when used in this warranty. Your attention is drawn to [INSERT COMPANY NAME]'s Terms and Conditions, which includes provisions relevant to the guarantee set out below.

1. Installation services

- 1.1. [INSERT COMPANY NAME] warrants to you that the Installation Services will be performed by the appropriately qualified and trained [INSERT COMPANY NAME] Registered Installers using reasonable care and skill, to such high standard of quality as it is reasonable for you to expect.
- 1.2. The Guarantee Period for the Installation Services shall be two years from completion of the Installation Services

2. Remedial Action

- 2.1. If you make a valid claim about our service in accordance with [INSERT COMPANY NAME]'s Terms and Conditions, [INSERT COMPANY NAME] may arrange for the relevant Products to be reinstalled by any of [INSERT COMPANY NAME]'s Registered or approved Installers or refund to the Customer the charge for the relevant part of the Installation Service (or a proportionate part of such charge).

3. Exceptions

- 3.1. This Guarantee will only apply:
 - 3.1.1. If the Product has been installed by an [INSERT COMPANY NAME] Registered Installer and has been properly used and maintained throughout the Guarantee Period.
 - 3.1.2. If you have informed [INSERT COMPANY NAME] of the alleged defect within the Guarantee Period and within a reasonable period of discovery.

4. General conditions

- 4.1. You will promptly provide all information and support including access to site and services) reasonably necessary to enable [INSERT COMPANY NAME] to evaluate any alleged defect and to perform its obligations under this Guarantee.
- 4.2. You agree that all premises, plant, power, fuel support services and other inputs that you provide for the installation and use of the Products are reasonable, are fit for purpose and will be properly used and provided.

5. Expertise

- 5.1. Any dispute as to whether a defect is covered by this guarantee shall be immediately referred at the request of either party to the REAL Assurance Scheme (REAL) Conciliation Service as detailed in 9.2 of the REAL Consumer Code.

6. Third Party Rights

- 6.1. When [INSERT COMPANY NAME]'s has installed a system in a property that is sold within the Guarantee Period the guarantee will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.

7. Law

- 7.1. This guarantee is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

8. Manufacturer's Product Guarantee

8.1. Most Products supplied by [INSERT COMPANY NAME] come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the Products is notified to [INSERT COMPANY NAME] by you in accordance with the [INSERT COMPANY NAME]'s Terms and Conditions, [INSERT COMPANY NAME] will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the Product or the part in question) or a refund of the price of the Product (or a proportionate part of the price).

9. Insurance Backed Warranty

[MEMBERS SHOULD USE THE FOLLOWING CLAUSE ONLY IF THEY REGISTER CONTRACTS WITH THE REAL CONSUMER DEPOSIT AND WORKMANSHIP WARRANTY -INSURANCE SCHEME. IF A MEMBER HAS ALTERNATIVE ARRANGEMENTS IN PLACE TO PROTECT -THE GUARANTEE IN THE EVENT OF

COMPANY FAILURE, THESE ARRANGEMENTS SHOULD BE EXPLAINED HERE]

- 9.1. As soon as it is issued, [INSERT COMPANY NAME HERE] will register your contract under the REAL Deposit and Workmanship Warranty -Insurance Scheme. The insurance provider will insure this workmanship guarantee and send you the policy documents directly. In the event that [INSERT COMPANY NAME] falls into receivership, administration, or bankruptcy during the term of the guarantee the insurance policy will ensure that the guarantee will be honoured for the same period as described in 1.2 above.
- 9.2. In the event that a claim is necessary the policy holder should contact the policy provider directly either by post at Quality Assurance National Warranties, 37 Carrick Street, Ayr, KA7 1NS, or by telephone 01292 268020. For more information about the Insurance Backed Warranty see here: <https://real.ganw.co.uk/general-faqs.php>