

McGaffin Mechanical Ltd

Gas Hybrid Heat Pump Programme

Terms and Conditions of Installation

10 Parkstown Lane, Gilford, BT63 6AR

Acceptance of Terms via Proposal

Where McGaffin Mechanical Ltd has issued a written quotation or proposal to the Customer, acceptance of that proposal — whether communicated in writing, by email, by signing the proposal, or by instructing the Contractor to proceed — constitutes the Customer's agreement to these Terms and Conditions in full. These Terms and Conditions are incorporated into and form part of every proposal issued by McGaffin Mechanical Ltd. It is not necessary for the Customer to sign a separate copy of this document where acceptance of the proposal has been confirmed.

A copy of these Terms and Conditions is available on request and will always accompany any proposal issued.

The Contractor	McGaffin Mechanical Ltd, 10 Parkstown Lane, Gilford, BT63 6AR
The Customer	As named in the accompanying quotation / proposal
Programme Manager	Phoenix Energy Group Ltd (acting on behalf of the Gas Hybrid Heat Pump Programme Partners)

1. Introduction and Background

These Terms and Conditions ("Agreement") govern the installation of a gas hybrid heat pump ("HHP") system by McGaffin Mechanical Ltd ("the Contractor") at the Customer's property. They should be read alongside the quotation or proposal provided by the Contractor.

The Contractor has been appointed as the Nominated Installer for the Gas Hybrid Heat Pump Programme, which is led by Phoenix Energy Group Ltd ("Programme Manager") and delivered in partnership with Kinecx Energy Limited and SGN Evolve Network Ltd (together the "Programme Partners"). The Programme is a research-based initiative designed to evaluate the performance, cost, and carbon reduction potential of hybrid heat pump systems in residential properties across Northern Ireland.

2. Services Provided

The Customer agrees to engage the Contractor to design, supply, and install a gas hybrid heat pump system ("the Services") as detailed in the Contractor's quotation. The Services shall include all agreed ancillary works and any additional tasks mutually agreed by the Parties in writing.

The Contractor agrees to provide the Services to a high standard of workmanship, in compliance with applicable regulations, and in accordance with the design and installation principles of the Programme as set out in Section 3 below.

Subcontractors

In delivering the Services, McGaffin Mechanical Ltd reserves the right to engage subcontractors as it sees fit. The use of subcontractors is commonplace and standard practice within the heating and mechanical services industry. Where subcontractors are engaged, McGaffin Mechanical Ltd remains fully responsible for the quality, compliance, and standard of all works carried out on its behalf. The Customer's contractual relationship remains solely with McGaffin Mechanical Ltd.

Design Assistance — EcoErne / Denzil Cluff

The design of the hybrid heat pump system will be carried out in collaboration with EcoErne (represented by Denzil Cluff), who will assist McGaffin Mechanical Ltd in developing the system design for each property. EcoErne's

involvement is in an advisory and design capacity. McGaffin Mechanical Ltd retains overall responsibility for the installation and all associated works.

Oil Tank Removal

Where the existing heating system includes an oil tank, McGaffin Mechanical Ltd will remove the oil tank as part of the installation works. The removal of the oil tank base is not included within the scope of works and will remain the responsibility of the homeowner to arrange and fund separately.

The oil tank must be emptied of all oil prior to the agreed installation date unless McGaffin Mechanical Ltd has specifically authorised otherwise in writing in advance. Failure to have the tank emptied prior to installation may result in the installation date being postponed and may incur additional attendance charges. McGaffin Mechanical Ltd will not be responsible for the safe disposal or transfer of any remaining oil where the tank has not been emptied as required.

3. Programme-impact on System Design

3.1 Understanding the Design Framework

This is a critically important section. Customers who have enrolled in the Gas Hybrid Heat Pump Programme should read this section carefully before proceeding.

Important Notice Regarding System Design

By signing up to the Gas Hybrid Heat Pump Programme and accepting the Programme Manager's Terms and Conditions, the Customer has agreed to a standardised installation approach that is governed by the requirements and research objectives of the Programme. This means the design of the hybrid heat pump system installed at the Customer's property will be shaped by the objectives of the Programme, and may limit opportunities for McGaffin Mechanical to consider a fully optimised bespoke design.

The Customer's acceptance of the Programme Terms and Conditions constitutes acceptance of this design framework.

McGaffin Mechanical Ltd wishes to be fully transparent with all Customers on this point: if this installation were being carried out outside of the Programme — that is, on a purely commercial basis — we would undertake a fully bespoke design process for each property. This would include an individual assessment of the optimal heat pump size, flow temperatures, emitter upgrades, insulation measures, and controls strategy, all tailored to the specific needs and preferences of that Customer.

However, as the Nominated Installer under the Programme, we are contractually bound by the Programme's standardised design principles. We recognise that this may mean the installed system is not identical to what we might otherwise recommend. We wish to be clear: this does not reflect any limitation in our professional capability, but rather our obligation to operate within the rules of the scheme.

Within this context, McGaffin Mechanical is committed to designing and installing the best possible system for each Customer's home. We will always seek to optimise the design to the fullest extent permitted by the Programme's framework.

3.2 Programme Design Principles

The following principles govern how hybrid heat pump systems are designed and installed under the Programme. These principles have been set by the Programme Manager in consultation with McGaffin Mechanical and are intended to ensure consistency of data across the programme and to deliver the primary benefits of hybrid heating systems to participating homeowners:

- The heat pump component will be sized to meet approximately 65% (+/- 10%) minimum of the participating home's annual space heating demand. MCS design standards (which mandate that the heat pump provides at least 55% of the property's calculated heat loss at design conditions) will be met and exceeded in all cases.
- All domestic hot water will be provided by the gas boiler, not the heat pump.

- There is no fixed standard for flow temperatures; these will be determined on a property-by-property basis by the Contractor, taking account of manufacturer guidance, system type, and home requirements. Weather compensation may be introduced where appropriate.
- The external temperature switchover point (at which the gas boiler takes over from the heat pump) will be determined by the Contractor based on system type, manufacturer guidance, and the specific requirements of the home, with the aim of optimising both running costs and installation costs. This information will be shared with the Programme Manager for monitoring purposes.
- Insulation upgrades and radiator replacements will not ordinarily be included as part of the installation unless one or more of the following circumstances apply:
 - The Contractor assesses that incorporating such measures would reduce the overall cost of installation.
 - The Contractor assesses that such measures are necessary to avoid comparatively high running costs for the Customer.
 - The property has an EPC rating of E or below, in which case targeted insulation or radiator upgrades may be incorporated to bring the property to a D rating.
- Whilst reducing carbon emission reductions is a primary outcome of the programme, maximising emissions reductions is not a primary design objective for individual installations.

3.3 Design Objectives

The purpose of the Programme is to provide robust, comparable data on the performance of hybrid heat pump systems across a range of residential properties in Northern Ireland. This research is intended to inform the future of heating policy and decarbonisation strategy in the region. For that data to be meaningful, a consistent and standardised approach to installation is required.

Allowing each installation to be fully bespoke — while commercially and technically preferable in many respects — would undoubtedly be the preference in any future non-research allowance scheme. The design principles exist to serve the integrity of the research and, ultimately, to inform about the transition to lower-carbon heating that benefits all consumers in Northern Ireland.

McGaffin Mechanical understands and respects these objectives and has worked collaboratively with the Programme Manager to develop the design principles summarised above. Our goal is to ensure that, within these design principles, every installation delivers real comfort, reliability, and energy efficiency benefits to the Customer.

3.4 Post-Programme Review and Future Optimisation

Potential Design Review — Only an option After 1 January 2029 - Chargeable to customer

3.5 Keeping Costs Down and Disruption to a Minimum

A core objective of the Programme's design approach is to keep installation costs as low as possible and to minimise disruption to the Customer's home and daily life. The standardised approach has been deliberately structured to achieve this:

- The hybrid system is designed to work alongside the existing gas boiler and heating infrastructure where possible, avoiding the need for wholesale replacement of radiators or pipework.
- No hot water cylinder is required, as hot water continues to be provided by the gas boiler.
- Insulation or fabric upgrades are only included where specifically justified (see Section 3.2 above), avoiding unnecessary additional cost at the point of installation.

The design principles described in this section apply for the duration of the Programme period, which ends on 1 January 2029. Once the Programme has concluded, and subject to any ongoing obligations under the Programme Terms and Conditions, if the Customer wishes to explore installing further system and fabric upgrades to maximise the

performance and carbon emissions reductions of the Hybrid installation, McGaffin Mechanical would be happy to review the system design and provide a quotation for potential improvements if possible.

- The heat pump unit is sized to complement the existing system rather than replace it entirely, reducing both equipment costs and the scale of installation work.

While we always strive to complete installations with minimal disruption, the Customer should be aware that all heating installations involve some degree of access to property and temporary interference with the heating system. The Contractor will agree access arrangements with the Customer in advance and will aim to complete the installation within one working day in most cases.

4. Term of Agreement

This Agreement begins on the date of the Customer's acceptance of the Contractor's proposal (or the date of signing where a separate signature is obtained) and remains in force until the completion of the Services, subject to the early termination provisions below.

The Customer should note that, separately, their obligations to the Programme Manager under the Phoenix Energy Group Programme Terms and Conditions extend until 1 January 2029. This Agreement governs the relationship between the Customer and McGaffin Mechanical Ltd in respect of the installation works only. Programme obligations are governed by the Programme Terms and Conditions.

Either Party may terminate this Agreement prior to completion of the Services by providing 10 days' written notice to the other Party.

5. Payment Terms

- The Contractor will charge the fee for the Services as set out in the quotation (the "Fee").
- A deposit of 25% of the accepted quotation is payable by the Customer upon acceptance of this Agreement.
- The remaining balance is payable on completion of the Services, or within the terms set out on the McGaffin Mechanical invoice. Invoices are due within 30 days of receipt.
- Where the Programme's £4,000 Allowance voucher has been issued to the Customer, this will be deducted from the total installation cost quoted. The Allowance is non-transferable and cannot be exchanged for cash. It must be presented to the Contractor before commencement of installation works.
- All monetary amounts are in GBP (£). Invoices include VAT at the applicable rate.
- Late payments will incur a charge of 2% per month on the outstanding amount.

In the event that this Agreement is terminated by the Customer after partial performance of the Services but without breach by the Contractor, the Contractor will be entitled to a pro rata payment of the Fee for works completed to that point.

6. Cooling Off Period

This Agreement may be cancelled by the Customer, with return of the deposit where applicable, by written notice received by the Contractor within 14 days of the Customer's acceptance of the proposal or signing of this Agreement.

Where a delay beyond the Cooling Off Period occurs that is not caused by the Customer or by events beyond the Customer's control, the Customer retains the right to cancel and receive a full refund.

Notwithstanding the above, where the Customer signs this Agreement and confirms in writing their agreement to the installation commencing on a date falling within the 14-day Cooling Off Period, the Cooling Off Period shall be deemed to end 24 hours prior to the agreed installation date. From that point, the Customer's right to cancel without charge shall no longer apply.

7. Access to Property

If you decide to proceed and accept the proposal, we may need to arrange an additional pre-installation survey. Due to the technical complexity of hybrid heat pump systems and the differences between individual homes, this survey allows us to clarify any outstanding details and identify potential issues before our installation team arrives.

This may include confirming proposed pipework routes, finalising the position of the air source heat pump and associated equipment, and explaining how you should prepare your home for the work. Completing these checks in advance will help the installation proceed as smoothly and efficiently as possible.

If this additional survey identifies an issue that cannot reasonably be rectified and prevents the installation from proceeding through no fault of the customer, you will be entitled to a full refund of any deposit already paid.

To secure your installation, a deposit of 25% of the accepted proposal value is required upon acceptance. This will be invoiced automatically once you sign and accept the proposal online. Access to the Customer's property will be agreed between the Parties prior to the commencement of installation. The Contractor will make all reasonable efforts to minimise disruption to the Customer.

Following completion of the installation, McGaffin Mechanical Ltd may require access to the property to rectify any issues arising with the heating system or the monitoring equipment installed as part of the Programme. The Customer agrees to facilitate such access within normal working hours, at a time agreed between both Parties and arranged with reasonable notice. Prompt access may be essential to maintain the efficient and correct operation of the system and to fulfil the Contractor's obligations under the Programme. The Contractor will make every effort to minimise inconvenience to the Customer.

8. Warranty

In addition to any applicable manufacturer warranties, McGaffin Mechanical Ltd provides a one-year workmanship warranty from the date of completion of the installation.

Under the Programme, one free annual service of the hybrid heat pump system will be provided, to be carried out by the Contractor. Customers are advised to have the system serviced annually thereafter to maintain system performance and preserve manufacturer warranties.

The workmanship warranty covers defects in the quality of installation works carried out by the Contractor. It does not extend to damage arising from misuse, third-party interference, or normal wear and tear. We are registered with IWA.

The Contractor will use reasonable endeavours to identify and notify the Customer of any pre-existing vulnerabilities in the heating system observed during the course of installation. Any remedial works beyond the agreed scope will be subject to a separate quotation.

System performance, energy cost savings, and carbon reduction outcomes are not guaranteed. Actual performance will depend on factors including property insulation levels, occupancy patterns, weather conditions, and user operation. All performance estimates provided are indicative only.

Pre-Existing System Issues and Additional Charges

The Contractor's quotation is based on information gathered during the survey stage. Whilst every effort is made to identify potential issues at that point, the Contractor cannot be held responsible for pre-existing faults, defects, or conditions within the Customer's heating or plumbing or electrical system that were not visible, accessible, or apparent at the time of survey. Where any such issues are identified during the course of installation and must be rectified in order for the new system to operate correctly, additional charges will apply. The Contractor will notify the Customer as soon as reasonably practicable upon identifying any such issues and will agree the scope and cost of any additional works before proceeding where possible.

The existing radiators have been retained and their estimated output has been used for the system design. The radiators are assumed to be in good working order with no reduction in heat output. If, after installation, any radiator is found to

be undersized or not performing as required, replacement will be chargeable. Any pipework identified after survey as not meeting required standards will also be chargeable, as this cannot be confirmed at the time of survey.

If you prefer to utilise your existing gas boiler you accept the risks associated with this and we cannot be held liable for any defects with the old existing boiler. Any issues arising after the installation of the ASHP will not be the responsibility of McGaffin Mechanical and will be chargeable. We recommend the boiler must be a maximum of 5 years old however if requested at survey stage the boiler may be retained if the customer is happy to accept the associated risks.

The base installation price includes a standard system flush. However, where the condition of the existing system is such that a power flush is required to achieve the necessary water quality for the new hybrid heat pump system to operate correctly, this will be carried out as an additional chargeable service above and beyond the base installation price. The need for a power flush may be determined by the Contractor based on their assessment of the system during installation.

Where the installation requires changes to existing showers — for example where existing shower fittings or valves are incompatible with the revised system pressure or flow requirements — any necessary replacements or modifications will be carried out as a chargeable additional work item. The Customer will be informed of any such requirement before works proceed when possible.

Pin holes or minor leaks may develop in existing pipework during or following installation. This can occur when a heating system or plumbing system is de-pressurised and re-pressurised as part of the installation process, and is caused by pre-existing weaknesses or deterioration within the Customer's existing pipework rather than by any act or omission of the Contractor. The Contractor will endeavour to identify and repair any such pin holes where they become apparent, however this work may be chargeable. McGaffin Mechanical Ltd will not be liable for any damage caused as a result of pin holes or leaks arising from weaknesses in the Customer's existing pipework.

10. Design Expectations and Customer Acknowledgements

The Customer acknowledges and accepts that:

- The design of the hybrid heat pump system has been carried out in accordance with the Programme's standardised installation principles, as described in Section 3 above, and not as a fully bespoke design.
- The system is designed to deliver the primary benefits of a hybrid heating system — namely year-round comfort, reduced carbon emissions, lower installation cost than a heat pump-only installation, and reduced impact on the electricity distribution network — within the design principles of the Programme framework.
- Outside of a Programme context, McGaffin Mechanical would adopt a different, fully bespoke design methodology. The Customer acknowledges that participating in the Programme necessarily limits the scope for individualised design.
- Energy cost savings are not guaranteed and will vary depending on energy prices, property characteristics, occupancy patterns, and system use.
- The Customer has not relied on any representation, estimate, or projection regarding savings, performance, or carbon reduction in deciding to proceed.

11. Confidentiality

The Contractor agrees not to disclose, divulge, or use for any purpose any confidential information obtained from the Customer in the course of providing the Services, except where required by law, as required by a third party in connection with the transaction, or as authorised by the Customer.

12. Indemnification

Each Party agrees to indemnify the other Party and its directors, shareholders, officers, agents, and employees against any and all claims, losses, damages, liabilities, penalties, expenses, and reasonable legal fees arising from any act or

omission of the indemnifying Party in connection with this Agreement, to the extent permitted by applicable law and not covered by applicable insurance.

This indemnification obligation shall survive the termination of this Agreement.

13. Finance

The Contractor offers a finance facility, subject to approval by the relevant finance company. McGaffin Mechanical Ltd is authorised and regulated by the Financial Conduct Authority (FRN 787351). McGaffin Mechanical Ltd acts as a Credit Broker, not a Lender, and offers credit facilities from one Lender.

14. Building Control and Planning

Building control certification is required where the Customer is availing of a grant-funded scheme. The Customer may apply for this themselves, or the Contractor can manage this process on the Customer's behalf at an administration charge of £25. Where the Customer chooses not to obtain building control certification at the time of installation, works will nonetheless be completed to building control standard, allowing certification to be obtained in the future.

By accepting this Agreement, the Customer confirms that they have obtained any required planning permission for the proposed installation, or have confirmed that planning permission is not required. McGaffin Mechanical Ltd cannot be held responsible for installations where planning permission was required but not obtained, and no refunds will be offered in such circumstances.

15. Gas Safety

In the event that a CO alarm activates or the Customer smells gas: turn off the emergency gas control valve; open all windows and doors; leave the property if it is safe to do so; and contact a Gas Safe Registered Engineer immediately.

16. Modification, Assignment, and Entire Agreement

Any amendment or modification of this Agreement must be in writing and signed by both Parties. The Contractor will not assign or transfer its obligations under this Agreement without the prior written consent of the Customer.

This Agreement, together with the accompanying quotation, constitutes the entire agreement between the Parties in respect of the Services and supersedes all prior representations, warranties, and collateral agreements, except as expressly set out herein.

To the extent that any provision of this Agreement conflicts with the Contractor's obligations under the Gas Hybrid Heat Pump Programme Terms and Conditions in relation to design and installation approach, the Programme Terms and Conditions shall prevail.

17. Governing Law and Severability

This Agreement is governed by and construed in accordance with the laws of Northern Ireland. The courts of Northern Ireland shall have exclusive jurisdiction in relation to any dispute arising from or in connection with this Agreement.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

18. Notes and Additional Conditions

- All payments should be made by bank transfer. Cheques should be made payable to McGaffin Mechanical Ltd.
- All formal notices under this Agreement should be in writing, delivered to the addresses specified herein.

- The installation and commissioning of a standard hybrid heat pump system is typically expected to be completed within one working day, though this may vary depending on the specific circumstances of the property.

19. Agreement, Acceptance, and Signatures

How to Accept These Terms and Conditions

These Terms and Conditions may be accepted in any of the following ways:

1. By signing the physical signature section below and returning a copy to McGaffin Mechanical Ltd.
2. By signing and returning the accompanying proposal or quotation, which incorporates these Terms and Conditions by reference.
3. By communicating acceptance of the proposal in writing (including by email), which shall constitute agreement to these Terms and Conditions in full.
4. By instructing McGaffin Mechanical Ltd to proceed with the installation works.

In all cases, by accepting the proposal or signing below, the Customer confirms that they have read and understood these Terms and Conditions, including the Programme Design approach described in Section 3, and that they have read and accepted the Gas Hybrid Heat Pump Programme Terms and Conditions issued by Phoenix Energy Group Ltd.

Where a physical or electronic signature is required, please complete the section below:

Customer

Full Name: _____

Signature: _____

Date: _____

Email Address (for e-signature records): _____

McGaffin Mechanical Ltd

Full Name: _____

Signature: _____

Date: _____

Email Address (for e-signature records): _____

For e-signature purposes, typing your full name in the 'Full Name' field above and dating the document constitutes a valid electronic signature and confirms your acceptance of these Terms and Conditions.

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