Terms & Conditions of use

The website has been developed to make the specification of Dimplex's products easier and simple for the Installer. It is necessary to confirm that you have read and agree with the following terms and conditions of use for this website each time you use it by clicking the check box on the log-in page.

1. Intended use of the Quick Quote tool

The quick quote tool <u>provides</u> an <u>estimate of heat pump requirements for budgetary purposes only.</u>
This initial budget is suitable for the installer to present a 'ball park figure' to the client before starting a more detailed site survey and calculations to produce a final quotation. When using the quick quote tool the installer should note that:

- I. The heat loss calculation was calculated for the whole property using the following assumptions which therefore make the final result an estimation which is only suitable for budgetary purposes.
 - a. The property is assumed to be traditionally box shaped with an average ratio of internal wall, external wall, external doors, glazing, floor and roof area and ceiling heights for that particular property type.
 - b. The insulation U-values of the above fabric elements are given default values based upon the building regulations at the time of being built. A site survey is required to confirm these are accurate before producing a final quotation. The installer is able to make the necessary adjustments when using the website.
 - c. The room temperatures required are in line with those specified by CIBSE.
 - d. The ventilation figures used are in line with those recommended by CIBSE for the specific age of property.
- II. In order to qualify for MCS certification the installation must comply with MIS3005 which stipulates an additional room by room detailed heat loss calculation is carried out in accordance with EN12831.
- III. In order to comply with Dimplex's installation standards an additional room by room detailed heat loss calculation is carried out in accordance with EN12831.
- IV. The SmartRad radiator sizing was estimated based upon the calculated heat loss and an estimation of the typical room sizes and types in that property. This method is adequate for budgetary purposes however individual room by room heat loss calculations are required to correctly size the SmartRads before continuing.
- V. The software is not able to take into account any site specific requirements. Therefore the installer should conduct a detailed site survey and consult the necessary planning manuals and installation instructions to ensure that all requirements are met.

- VI. To assist the Installer a number of parameters have been pre-populated with the likely input. It is the responsibility of the installer to verify that these are correct for the property in question.
- VII. The outputs and recommendations produced by this design tool are based on the information provided by the user. It is the installers responsibility to ensure all data inputs are accurate.
- VIII. All product selections are intended to provide an estimation of the likely heat pump and other system components needed to meet the specific project requirement in line with the information provided by the Installer. Whilst Dimplex endeavour to ensure that our recommendations and designs accurately reflect our customer's requirements, we are unable to accept responsibility for any loss incurred as a result of them failing to do so. It is the responsibility of the Installer to ensure the results are suitable for the property in question.
- IX. Domestic hot water storage requirements and the resulting predicted energy usage have been assumed based upon the number of occupants which is determined based upon the 'number of bedrooms +1'. Running costs will vary if the actual occupancy level is different or if the user individual's hot water consumption varies from the anticipated demand.
- X. Where solar thermal has been requested, recommendations are made on the assumption of a south facing roof which has sufficient roof area for installation of the required number of solar collectors. The draw off pattern is assumed to be optimal for the type of cylinder fitted . A more detailed calculation is required that takes into account the actual draw off patterns, orientation, solar volume, auxiliary volume and shading to accurately assess the running and energy cost savings.
- XI. Current fuel costs and boiler efficiencies in the existing property are based on information provided by Sutherland Tables. Heat pump electricity costs are based on the best available tariff. Heat pump efficiencies are based on efficiencies published in the Heat Emitter Guide for Domestic Heat Pumps. The space heating energy is calculated using the degree days for the nearest CIBSE location which assume that the temperatures are maintained at a constant level inside the property all year round.
- XII. When a ground source heat pump is selected, an approximate land area or borehole requirement is provided for guidance only and assumes equal length pipe runs using MCS 002: Ground heat exchanger look up tables. In calculating the ground collector requirement, heat pump efficiency and run hours are based on building load data provided by the installer. Average ground temperatures are based on postcode from the average air temperature provided by for the nearest CIBSE city. Installers must check whether this configuration is appropriate for the specific site layout and carry out a detailed assessment and calculation of the actual requirement before committing on price and commencing installation. Installers must make the necessary adjustments to achievement the minimum Reynolds number in accordance with MIS3005 clause 4.2.15J and maximum pump energy power in accordance with MIS3005 clause 4.2.18.
- XIII. Dimplex does not sell directly to installers or end consumers. Installers should contact Dimplex for a list of stockists. Consumers should visit the mygreenheating website for a list of installers.

The quotation states which products are available from Dimplex, the installer should take into account that addition materials purchased from others will be required to complete the installation. Quotations contain list prices, the installer should contact their stockist to get the actual price for the equipment. Quotations are valid for 1 month from the date the report is printed to PDF. Installers should check stock availability as from time to time Dimplex will discontinue specific ranges to best meet the needs of the market.

2. Accessing the Website

Registration is open for professionals in the Heat pump industry in the United Kingdom who are actively involved in selling Dimplex's products and have adequate knowledge of Dimplex's products. They are referred to as the 'installer' is this document.

The website is not intended for use by non-professionals who do not have a good working knowledge of Dimplex's products or those not operating in Dimplex's interests. The website may only be used by an installer in the way it was intended by Dimplex. Dimplex reserves the right to terminate or suspend an Installers account without prior notice at our discretion.

3. Account security

The Installer is responsible for maintaining the confidentiality of their password. Any unauthorized use of Installer's account or other breach of security should be reported to Dimplex immediately.

The data is stored on Dimplex's servers with the intension that Installers can only access their data by using a password. The data is stored in a non-encrypted format so the possibility exists that a determined person could access it for malicious reasons. Installers should not enter data that is commercially sensitive or able to cause damage if it was exploited by others.

Dimplex are able to access all information entered on the website however do not accept any responsibility for checking its accuracy or completeness. The information entered by individual installers is confidential and will not be passed on to other installers.

4. Use of data

Dimplex reserves the right to collate any data on the website in order to analyze market trends in order to improve customer service and its commercial operations.

By creating an account, Installers agree to their details being added to Dimplex's marketing databases so that Dimplex can make contact with products and services that may be of interest. Installers will be able opt out at any time by following the instructions on the individual communication. In addition, Dimplex may contact the Installer to follow up the progress of a particular scheme.

If the installer checks the box "allow marketing contact" on the client detail pages Dimplex reserve the right to contact potential consumers with additional information about its products and services including incentives to purchase. In addition, Dimplex may also contact potential consumers to try and understand more about their enquiry process with the view to improving consumer experience.

5. Limits of liability

The website is provided free of charge. The information and calculations appearing on the website are provided in good faith and every effort has been made to ensure they are free from inaccuracies or typographical errors. Dimplex's policy is one of continuous improvement and therefore reserves the right to alter specifications and calculations without notice. Each time a new PDF quote is generated it uses the most recent data and algorithms on the server, therefore the most recent quote may be slightly different to any previous versions.

Dimplex will not accept any liability caused by incorrect information or calculation process. If an installer becomes aware of an error they should inform Dimplex. The installer is responsible for the consequences occurring from any use of the website. The installer should double check any data and calculations to verify they are correct. Users are reminded that under the MCS scheme the MIS 3005 states that "The responsibility for correct selection and implementation lie with the installer"

6. Availability

Dimplex strives to ensure the Website's availability without interruption, however, Dimplex reserves the right to change or discontinue any elements of the Website without prior notice especially for technical or operational reasons. Dimplex cannot accept any responsibly to problems caused by the unavailability of this website.

Installers should not rely on the Dimplex server to store all their critical information regarding schemes and customers. Installers should keep their own records and log of schemes so that their business is not adversely affected in the unlikely event of this information being lost from the Dimplex servers. The PDF quotation will contain the majority of the information regarding a scheme so it would be prudent for an installer to back this up locally.

7. Intellectual Property and Utilization Rights

Contents, such as text, photographs, images, software, trademarks, logos and product names on the Website are the Intellectual Property of, or licensed to Dimplex and cannot be used without the express permission of Dimplex.

Dimplex permits Installers the free of charge and non-exclusive right to use the content for commercial purposes. Permission is not given to modify or alter the materials in any way, nor delete or change any copyright, trademark, warning, advice or terms and condition notice.

8. Termination

Both Parties may terminate this Agreement at any time in via email without prior notice. Upon Termination of this Agreement Installers must end any use of the contents of the Website.

Dimplex may revise these terms and conditions use at any time by amending this document. Dimplex will inform Installers at least 30 days prior to the implementation of the variation via email.

9. Miscellaneous

Should any or part of any of the regulations of this Agreement be invalid, the rest of the regulations will continue to be valid, whereas the invalid regulation will be replaced by a regulation, which resembles the mutual intentions of the parties and passes legal requirements appropriately.

These terms of use are applicable to the website www.dimplexheatpumpcalculator.co.uk which is owned and operated by GDC Group, Grange Drive, Hedge End, Southampton, SO16 7DT and referred to as 'Dimplex'.