
UNDERTAKINGS

Made pursuant to Section 219 and Schedule 8 of the Enterprise Act 2002

UNDERTAKINGS GIVEN BY THE COMPANIES

These undertakings are by FISCHER FUTURE HEAT UK LIMITED and PREMIER RADIATORS LIMITED (hereafter 'The Companies') and signed on their behalf by Keith Bastian, Director:

And accepted by Leicester City Council, a general enforcer for the purposes of part 8 of the Enterprise Act 2002.

I, Keith Bastian, Director of Fischer Future Heat UK Limited and Premier Radiators Limited hereby give to Leicester City Council Trading Standards Service the written undertaking set out below, sought by them pursuant to Section 219 of the Enterprise Act 2002 on behalf of Fischer Future Heat UK Limited and Premier Radiators Limited, having obtained permission of the boards of those companies to give such an undertaking on their behalf.

Signed:

Date:[26.09.22]

1. The companies (whether by themselves, or by their servants or agents) undertake they will not engage, continue, or repeat the following conduct in the course of their current or future business namely:
 - a) Describing their heaters using the word 'storage' without explaining the extent to which the heaters can maintain effective heat output after power is cut from the heating element (contrary to Regulations 5, 9 and 15 of the Consumer Protection from Unfair Trading Regulations 2008). For the avoidance of doubt, the heaters may be described as heaters with a limited storage capacity, or as having a 'storage element' but must not simply be described as 'storage heaters'
 - b) Describing their heaters in a way which suggests operational equivalence with Night Storage Heaters (contrary to Regulations 5, 9 and 15 of the Consumer Protection from Unfair Trading Regulations 2008). For the avoidance of doubt, the heaters may be described as being able to provide equal or better comfort to the user given their capacity for thermostatic control.
 - c) Using the terms 'bespoke', or any synonyms for 'bespoke' in order to describe the heaters sold by the companies unless this is genuinely the case (contrary to Regulations 5, 9 and 15 of the Consumer Protection from Unfair Trading Regulations 2008; and section 68 of the Consumer Rights Act 2015). Accordingly, this undertaking does not apply to the fireplaces supplied by Fischer Future Heat UK Limited which are bespoke.
 - d) Charging call-out fees to customers when a faulty product has been provided to them (contrary to section 9 and 10 of the Consumer Rights Act 2015).
 - e) Failing to ensure a product sold to a consumer will fit in the space or aperture agreed with the consumer at the time the order is made (contrary to section 15 Consumer Rights Act 2015 (installation as part of conformity of goods). Subject to consumers exercising any statutory rights to reject, the companies will only be in breach of this undertaking if, upon being notified of a problem in this regard by the consumer, they fail take remedial action within a reasonable time at their own cost.

- f) Failing within a reasonable period to provide a Minor Electrical Works Certificate to consumers when legally required to do so (pursuant to para. 10(2) of Schedule 8 of the Enterprise Act 2002).
- g) Making claims that consumers will save money by using the companies' products (including in that context by using terms such as 'economical ' and its synonyms), unless a prominently displayed qualification is included stating that any monetary saving would be dependent upon the manner of the customer's use of the product including their electricity tariff (contrary to Reg 5 Consumer Protection from Unfair Trading Regulations 2008).
- h) Describing the heaters as being 'compatible' (or equivalent terms) with Economy 7 (or similar tariffs), without then clearly indicating that consumers may need to switch to alternative tariffs after installation to achieve the most economical outcome (contrary to Consumer Protection from Unfair Trading Regulations 2008).
- i) Claiming to consumers that discounts are *only* available on the day that a salesperson makes an offer (contrary to Schedule I para 7 Consumer Protection from Unfair Trading Regulations 2008 (automatically unfair practices: falsely stating a product only available on particular terms for a very limited time)).
- j) Claiming that the companies do not use sub-contractors when in fact the companies are using sub-contractors (contrary to Consumer Protection from Unfair Trading Regulations 2008).
- k) Describing salespersons (whether employed, self-employed or contracted-out) as "engineers" (contrary to section 68 Consumer Rights Act 2015 (transparency)).
- l) Asserting that BRE and BSRIA endorse products sold by the companies, unless explicit permission has been given by them to do so (contrary to Schedule I para 4 Consumer Protection from Unfair Trading Regulations 2008 (automatically unfair practices: claiming endorsements)).

- m) Asserting that Trading Standards, or any other consumer enforcement body, has 'worked with' or endorsed (or equivalent) the companies, their products or their marketing materials (contrary to Schedule 1 para 4 Consumer Protection from Unfair Trading Regulations 2008 (automatically unfair practices: claiming endorsements)).
- n) Advertising a '21 degree heating guarantee' unless accompanied by a clear and prominent explanation of the circumstances where such a guarantee applies (Regulation 6 of the Consumer Protection from Unfair Trading Regulations 2008 (misleading omissions); s.68 Consumer Rights Act 2015 (transparency)).
- o) Failing to accurately inform consumers, in respect of the purchase of heaters that their cancellation rights and the time limits and procedures for exercising those rights are those applicable to contracts for sale of goods, rather than those for services or bespoke goods, and providing accurate details of those cancellation rights to them in writing (contrary to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; Cancellation of Contracts Made in a Consumer's Home or Place of Work Regulations 2008; Reg 7 Consumer Protection from Unfair Trading Regulations 2008 [aggressive practices]). This undertaking does not apply to fireplaces which are bespoke. For the avoidance of doubt, the companies are entitled to make reasonable charge for any electrical/plumbing or equivalent work carried out on a consumer's premises in accordance with their terms and conditions notwithstanding any cancellation of the contract for goods (The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 Regulation 36).

2. The companies (whether by themselves, or by their servants or agents) will in the course of their current or future business satisfy their legal obligations under the Consumer Rights Act (2015) by:

- (a) Conducting spot-checks at management level to ensure that salespersons used by the companies (whether employed, self-employed or contracted-out) are accurately informing

consumers of their rights (according to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; Cancellation of Contracts Made in a Consumer's Home or Place of Work Regulations 2008).

- (b) Conducting spot-checks at management level to ensure surveyors are accurate in their assessments.
- (c) Ensuring that, if a warranty is 'parts only' and that labour would carry a charge, this is clearly stated in any advertising, marketing or sales material. (Reg 6 Consumer Protection from Unfair Trading Regulations 2008 (misleading omissions); and s.68 Consumer Rights Act 2015 (transparency)).

Date for Compliance

Each of the above undertakings will come into force immediately, save for undertakings I(a)-(c), (g), (h), (j)-(n) and 2(c) which will come into force on 30th November 2022.

UNDERTAKINGS GIVEN BY INDIVIDUALS

In relation to the terms of the undertakings given by the companies above, I, KEITH BASTIAN, hereby give in a personal capacity to Leicester City Council Trading Standards Service a written undertaking sought by them pursuant to section 219 of the Enterprise Act 2002 that I will not engage in any conduct in the course of my current or future business (including any body corporate in which I am a Director, Manager, Secretary or other similar officer or in which I have a controlling interest at the time that the offending course of conduct is carried on) which would amount to conduct which was in breach of the terms of the negative or positive undertakings given above by those companies.

Signed:

Dated: [26.09.22]

In relation to the terms of the undertakings given by the companies above, I, MARIA BASTIAN, hereby give in a personal capacity to Leicester City Council Trading Standards Service a written undertaking sought by them pursuant to section 219 of the Enterprise Act 2002 that I will not engage in any conduct in the course of my current or future business (including any body corporate in which I am a Director, Manager, Secretary or other similar officer or in which I have a controlling interest at the time that the offending course of conduct is carried on) which would amount to conduct which was in breach of the terms of the negative or positive undertakings given above by those companies

Signed:

Dated: [26.09.22]