

Annual Boiler Service Agreement

WELCOME

Thank You for taking out our Annual Boiler Service agreement with Heating & Home and choosing Us to help keep your boiler and heating running smoothly.

Agreement (occasionally referred to as a "Plan") – This agreement sets out the entire agreement between you and us and the service and support we'll provide to you under this agreement. Please read these terms carefully and make sure the agreement fits your needs.

Under this agreement we will provide to you an **Annual Service of your home mains gas Boiler only**, this is to help towards ensuring your home heating is working effectively. This agreement is **not suitable for commercial boilers or boilers in rental properties** as we do not provide for a CP12 certificate. Under this agreement, any heating equipment serviced by us at the time of the Annual boiler service, we will offer on going support for, for 12 months. At which time your boiler will need to be serviced again and you will need to book it in with us at a date that is convenient to you.

THE AIMS OF THIS AGREEMENT

This Agreement is for the Annual Service and subsequent support of your domestic, mains gas boiler and any accompanying Schedule which details what Package you have chosen.

This Agreement does not cover normal day-to-day Property maintenance which You should carry out or pay for, such as items which tend to gradually Wear out over a period of time or need periodic attention. Examples of these include the descaling of central heating pipes or the replacement of tap and cistern washers. For an additional cost we may be able to provide any additional services for routine maintenance, please contact us to find out more.

In addition to an Annual Boiler Service, by way of our Support line, We aim to provide expert help if You suffer an Emergency in Your Property relating to any Benefit included within this

TERM OF AGREEMENT

Your Service and Support Agreement will be on either an annual basis or a monthly rolling basis as explained below and as confirmed in Your Agreement Schedule.

Annual agreements: if You selected to pay annually for the service we provide, then this Agreement starts at the date of purchase or at renewal and continues for a period of twelve months, upon receipt of Your payment. The annual payment will be collected by Credit/Debit Card.

MEANING OF WORDS

Certain words within this Agreement or accompanying Schedule have a particular meaning as shown below:

Agreement: Means this document detailing the agreement between You and Us and the Annual Servicing of Your Boiler by Us.

Approved Repairer: A tradesman approved and authorised by Us in advance to carry out any servicing, support or repairs.

Beyond economic repair: When the cost of the repair exceeds the replacement cost of a new boiler and/or the market value of the current boiler.

Benefits: These are additional support, services and benefits we may provide at our sole discretion.

Boiler Service: Refers to the Annual servicing of your home mains gas boiler.

Call out: Refers to an Approved Engineer visiting your property to perform a Repair or Service.

Call out fee: Refers to any Contribution/fee you are required to pay on every Support Request

Support: Refers to Us providing Remote Support with the aim to help fix any issues you are having.

'Support Request' / 'Repair Request': Refers to the request by you for a service or support under this agreement.

'Support Limit' / 'Repair Limit': Refers to the fair usage of our Services and total level of Support we may provide per annum. As shown on your Schedule.

Approved Support Request: Refers to when You have raised a request for a repair or support that is not the Annual Servicing of your Boiler and at our discretion we have arranged for an Approved Repairer to visit your property.

Any repairs and replacements detailed in this agreement which are provided outside of the annual service may be subject to additional charges and are provided at our absolute sole discretion. We will also provide access to our network of Approved qualified engineers, online maintenance support section, access to our remote phone support team and access to some further Benefits as detailed within this Agreement.

We will use the details that You have given Us to provide the services and Benefits set out in this agreement, subject to the following terms, conditions and exclusions, together with any applicable endorsements. You should read all of these carefully, to ensure this agreement meets Your individual requirements.

If You are unsure whether something is excluded, please contact us.

This Agreement is available in the United Kingdom. The service we provide to you is a Service & Support Agreement and is not a contract of insurance or insurance policy. This Agreement is managed by Heating and Home a trading style of Clipeus Limited. Clipeus Limited is registered in the UK. Registered address: International House International House, Southampton International Business Park, Southampton, England, SO18 2RZ.

Agreement. Subject to the Level of support you have chosen from us, We may arrange for one of Our Approved repairers on Our nationwide list of authorised tradesmen to attend and take action to stabilise the situation and stop any Emergency which if left, may cause damage or harm to you or your property. Any work or repair carried out that is not in relation to an item we have previously serviced, or a fault caused by any Boiler Service we have performed, is at our sole discretion.

Cooling Off Period: If, when reading this Agreement, You decide that it does not meet Your requirements, please contact us to cancel the Agreement within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to You any Payment You have made.

Monthly rolling agreements: if You selected monthly rolling periods of Support, this Agreement starts when your first payment is taken for a period of one month and will continue by periods of one month at a time upon receipt of each monthly payment from You. The monthly payment will be collected by Direct Debit.

We reserve the right to terminate this Agreement immediately if Your monthly or annual payment is not paid on the date agreed.

Contribution: Means the amount of money You must pay as the first part of each and every Support Request.

Emergency Repair: A temporary repair carried out by an Approved Repairer which is necessary to resolve the immediate Emergency, but which will need to be replaced by a Permanent Repair.

Emergency: A sudden and unexpected event at Your Property which if not dealt with immediately will

- expose You or a third party to a risk to their health or

- make Your Property unsafe or insecure or

- will cause damage or further damage to Your Property and its contents or

- will leave Your Property without Mains Services.

Geographical Limits: Comprising of the mainland of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Level of Support: We provide support for different parts of your home, plumbing, boiler and central heating. The parts of your home we'll offer support on depends on what package you have chosen and maybe referred to by us as Level of support.

Mains Services: Mains drainage to the boundaries of Your Property, water, electricity and gas within the Property.

Plan: Refers to this agreement.

Package Refers to the different Levels of Service and Support packages we provide which include different discretionary Benefits and Levels of support.

Permanent Repair: A repair or other work necessary to put right the damage caused to Your Property by an Emergency.

Property: The house, bungalow or self-contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in Schedule. This excludes bed-sits or properties with multiple occupation/ residential or nursing homes.

Schedule refers to an accompanying document provided by us which details what package you have chosen.

Remote Support: Refers to Support provided over the phone or via other means that does not require any one visit your property.

Schedule: A document sent to you confirming the commencement date and details of the Level of Support.

WHAT IS INCLUDED - ANNUAL BOILER SERVICE

This Agreement is for the Annual Service for your residential mains gas boiler only. As Boilers within commercial or rental properties may require additional Service certification or have different access requirements, we will not provide a Service under this agreement for boilers in those settings. If the Boiler is within a commercial or rental property please contact us, we may offer a different Service Agreement that may be more suitable to your needs.

Boiler services can be booked between May and October each year. At our discretion, any boiler services arranged outside of this period may be subject to a £30 booking fee. You are only eligible for one Boiler Service in any annual term of this

SUPPORT LEVEL AND ADDITIONAL BENEFITS

As part of Our service to You, We may offer support on different issues. Please check your Schedule to determine what is Supported under your Agreement. All Support where a Call Out of an Approved Repairer is needed is discretionary and done outside these terms and conditions.

Support under this agreement is only provided for equipment we have serviced. If you have something wrong with your equipment and have not had it serviced, we may at our discretion, service your boiler and repair any issues while there. We will inform you if there will be additional costs for this.

HOW WE HANDLE A SUPPORT REQUEST

If an item we have serviced fails during the term of this agreement, we may offer additional support and repair services. When You raise a Support Request with Us, initially we will aim to provide Remote Support to see if the issue can be handled remotely. If we are unable to remotely repair any issues, You may need to pay any Contribution/Call out fee shown on Your Schedule for additional Support and the Call Out of an Approved Repairer. Once any Contribution is paid, and at our sole discretion, We may then arrange for an Approved Repairer to assess the situation and carry out a Temporary Repair to Your Boiler, Central Heating, Plumbing or Electrical system to stabilise the situation. Where the cost of a Permanent Repair is similar to the cost of an Emergency Repair We may, at Our sole discretion, authorise Our Approved Repairer to undertake a Permanent Repair to Your Equipment.

The extent of Support is Limited to Our Support Limit and any additional fair usage policy we may enforce from time to time.

WHAT TO DO IF YOU HAVE AN EMERGENCY

When You become aware of a possible emergency, You must notify Us immediately. You can either fill out our request form online, email emergency@heatingandhome.co.uk or call 0800 0239 329

For any Emergency that happens outside of normal working hours, you can either fill out our request form in your online account or email emergency@heatingandhome.co.uk

AGREEMENT CONDITIONS

1. You must take all reasonable steps to protect Home and Equipment to prevent loss and damage and to maintain Your Property in sound condition and good repair.
2. All boilers and other equipment should be installed and serviced annually or in accordance with manufacturer's guidelines and You should keep all service documentation in case it is needed when You make a Support Request
3. At our discretion you may be required to pay an amount equivalent to the annual cost of the Agreement before any request is authorised within your 12 month Agreement period.
4. If Your boiler is over 15 years old, you may be required to pay a £50 Contribution per Support Request.
5. If you cancel the Agreement after the initial 14-day cooling off period you may be charged a £30 administration fee
6. If you cancel the Agreement and have made a Support Request or we have Serviced your Boiler, you will be required to pay an amount equivalent to the annual cost of the Agreement before the Agreement is cancelled.
7. If any Support Request under this Agreement is in any respect fraudulent or unfounded, all Benefit paid and/or payable in relation to that fraudulent Support Request shall be forfeited and (if appropriate) repayable by you. We shall not be liable to You in respect of a relevant Support Request occurring after the time of the fraudulent act.

Support line Refers to our team of over the phone technicians who can help with diagnosing many faults,

Unoccupied: Not been lived in by You or Your Family, or any other person with Your permission.

We/Us/Our refers to Clipeus Limited T/A Heating and Home

You/Your: The person named on the Schedule.

Agreement. If you have recently had a boiler service we may not Service your boiler until that service certificate is due to expire. As additional work may be required, if you have not performed a regular Boiler service each year, we reserve the right to charge you up to £59 for your first boiler service under this agreement. If any part of your equipment fails following us servicing that equipment, we will aim to repair the part of the equipment we serviced subject to these terms and any limitations. While we aim to make contact each year, it is up to you to arrange your annual service and you will not be refunded for the cost if you miss one.

The limit of any Support is detailed on any Schedule provided and includes VAT, call-out charges, labour, parts and materials.

Whilst We will make every effort to make sure that We supply You with the full range of Support services under this agreement, remote geographical locations or unforeseeable adverse local conditions may prevent Us from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

If your boiler is deemed Beyond Economical Repair we may advise you how you can purchase a new boiler at your own expense. At our sole discretion we may offer a contribution to any new Boiler we provide or discount on a boiler we install.

Major Emergencies which may result in serious damage or danger to You or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public Emergency Services.

SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO THE NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999

8. We shall not provide Support or be liable to pay any Support Request or other sums, including return payments, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where We transact business.
9. We will provide Support to You under this Agreement only if You keep to the terms and conditions of this Agreement.
10. When You become aware of a possible emergency under this Agreement, You must notify Us immediately. If at our sole discretion we allow You to use Your own approved repairer, You should obtain an estimate for the work and contact Us for authorisation to continue with the repair. You must then at Your own expense supply Us with a written statement and other supporting documentation that We may require to substantiate Your Support Request as soon as is reasonably possible. As a gesture of goodwill we may contribute towards the cost partially or in full.
11. If there is any dispute about the interpretation of the terms of this Agreement, We offer You the option of resolving this by using the Arbitration procedure We have arranged. Please see the details shown under the Customer Satisfaction section. Using this Service will not affect Your legal rights.
12. Law of England and Wales will apply to this Agreement
13. You must promptly pay Us or the Approved Repairer for all work authorised by You which is not included under this Agreement

CUSTOMER SATISFACTION

We aim to provide a great service at all times. However, If You have a complaint You should contact Us in the first instance:

Please contact Customer Service by emailing hello@heatingandhome.co.uk or call us on 0800 0239 329. Alternatively, complete the form on the on our website.

We will aim to provide You with a full response within four weeks of the date We receive Your complaint and Our response will be Our final decision based on the evidence presented. If for any reason there is a delay in completing Our investigations,

We will explain why and tell You when We hope to reach a decision.

If you need independent advice, The Citizens Advice, consumer service gives free, confidential and impartial advice. You can get in touch with them at any time during the complaints process:

Tel: 03454 040506.

Email: www.citizensadvice.org.uk

Alternatively you may wish to speak to your local trading standards.

AGREEMENT EXCLUSION

1. The Contribution/Call out fee shown on the Schedule.
2. This is not an insurance policy and therefore does not provide cover for any financial loss of damage you occur in any way. Including damage to your property caused by your boiler, appliance or gas, electric or water system breaking, exploding, leaking, catching fire or failing.
3. Any loss to your property, the replacement of any items.
4. Any loss or damage arising from faults, damage or infestation that You Were aware of at the time You entered into this Agreement
5. Any costs incurred when You have not notified Us and received Our prior agreement.
6. Damage incurred in gaining necessary access or the cost of effecting Permanent Repairs once the Emergency has been resolved, including any redecoration, or making good the fabric of the Property.
7. Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards.
8. Any Support Request when the Property has been left Unoccupied for 30 consecutive days or more.
9. Any Support Request where the Property is used for any business purposes.
10. Any loss or damage arising as a consequence of:
 - a. war, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion.
 - b. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
11. Any loss, injury, damage or legal liability arising directly or indirectly from:
 - a. the failure of any computer or other electrical component to recognise correctly any date and its true calendar date.
 - b. computer viruses.
12. Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this Agreement relates. We are not liable for any costs you occur even if a delay in us providing our support services.
13. Costs associated with any other Property, home contents or communal/shared areas of Your Property.
14. Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
15. Any Support Request where no fault is found or You miss the scheduled appointment. Please note an £80 fee will be charged for missed boiler services and £90 for any missed breakdown appointments.
16. Failure of any services where the problem is situated outside the boundary of the plot of land on which Your Property is situated or beyond the part of the sole or shared supply system or piping for which You are legally responsible.
17. If any loss, damage or expense under this Agreement is Covered by any other service provider, You must provide Us with full details of the other agreement. We will not pay more than Our fair share (rateable proportion) of any Support Request.

CANCELLATION & RENEWAL PROVISIONS

CANCELLATION

Your rights to cancel: You have the right to cancel this Agreement within 14 days of the date of your first payment We will refund to You any Payment You have paid to Us.

Cancellation by You for Annual Agreements: If You wish to cancel Your Agreement after 14 days and You pay an annual Payment in full once a year then, provided no Support Request has been made, You will receive a proportionate refund of the annual Payment You have paid less a £30 cancellation fee. If a request has been made then you will not receive a refund and You will be required to pay the £30 cancellation fee. If you have received a Boiler Service from us any 12 month period, you will be required to pay an additional £80 fee.

Cancellation by You for Monthly Agreements: If You wish to cancel Agreement after 14 days and You pay Your Payment monthly there will be no refund because You will have only paid for the Service You have already received. You will also be required to pay a £30 cancellation fee. If you have made a request which has been approved and an engineer has been

RENEWALS

Renewal – Annual Agreements: We will aim to contact you up to 30 days before the annual renewal date of Agreement to invite You to renew the Agreement. We will tell You about any changes to the Payment or the emergency service Agreement terms and conditions. If You do not wish to renew your Agreement, please contact Us before Your renewal date otherwise it will automatically renew.

OUR RIGHT TO CHANGE THE AGREEMENTS OR PRICE

Annual Agreement: If We alter the terms of Agreement or price of our service it will only be done at Your next annual renewal date.

Monthly rolling Agreements: We reserve the right to change the details of this agreement at any time. If we change any

sent to your property and wish to cancel, you will be required to pay the remaining annual payments plus the £30 cancellation fee. If you have received a Boiler Service from us any 12 month period, you will be required to pay an additional £80 fee.

Cancellation by Us: If You fail to satisfy the terms of Agreement, We may choose to cancel Agreement at any time by giving You 14 days written notice of cancellation to the last address You provided Us with. Examples of when We might do this includes You not paying a Payment instalment when due.

Payment position upon cancellation by Us: If Payment has been paid for any period beyond the date of cancellation of this Agreement, the relevant pro-rata portion of this Payment will be refunded to You or Your estate.

If, however an incident has arisen during the Term of the Agreement which has or will give rise to a Support Request, then no refund will be made.

Renewal – Monthly rolling Agreements: If You selected monthly rolling periods, the Agreement starts at the date of purchase for a period of one month and will continue by periods of one month at a time upon receipt of each monthly Payment from You.

fundamental part of this agreement we will give you 30 days notice for any of the following reasons:

- to make minor changes to the agreement wording that do not affect the nature of the Agreement and Benefit provided such as changes to make the Agreement easier to understand;

- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting us or Your Agreement;
- to reflect changes to taxation applicable to Your Agreement (including but not limited to VAT);
- to reflect increases or reductions in the cost (or projected cost) of providing Your Agreement, including but not limited to cost increases or reductions caused by changes to the number, cost or timing of Support Requests which We as part of our pricing Agreement have assumed or projected will be made under this Agreement product,

- to alter any part of this Agreement / Benefits provided under this Agreement including but not limited to the removal of one or more Agreement exclusion(s);
- the cost of changes to the systems, services or technology in support of this Agreement.
- to transfer this agreement to another party

We may make changes immediately and advise **You** within 30 days of the change having been made if the change is favourable to **You**.

We hold the right to transfer this agreement to another party if we decide to.

HOW WE USE THE INFORMATION ABOUT YOU

As a data controller, We collect and process information about You so that We can provide You with the products and services You have requested. We also receive personal information from Your agent on a regular basis while Your Agreement is still live. This will include Your name, address, risk details and other information which is necessary for us to:

- Meet our Agreement obligations to You;
- issue You this Agreement;
- deal with any Support Requests or requests for assistance that You may have
- service Your Agreement (including Support Requests and Agreement administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in Your Agreement being cancelled or treated as if it never existed.

In order to administer Your Agreement and deal with any Support Requests, Your information may be shared with trusted third parties. This will include members of Clipeus Limited, third party administrators, repairers, investigators and Support Requests management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, We

How We store and protect Your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union. We will need to keep and process Your personal information during the term of this Agreement and after this time so that We can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that You have given us.

How You can access Your information and correct anything which is wrong

You have the right to request a copy of the information that We hold about You. If You would like a copy of some or all of Your personal information please contact us by email or letter as shown below:

Email address: hello@heatingandhome.co.uk

This will normally be provided free of charge, but in some circumstances, We may either make a reasonable charge for

will have strict terms in place to make sure that Your information remains safe and secure.

We will not share Your information with anyone else unless You agree to this, or We are required to do this by any government regulators.

The personal information We have collected from You may be shared with fraud prevention agencies and databases who may use it to prevent fraud and money-laundering and to verify Your identity. If fraud is detected, You could be refused certain services, finance, or employment. Further details of how Your information will be used by us and these fraud prevention agencies and databases, and Your data protection rights, can be found by visiting www.cifas.org.uk/fpn

Processing Your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the Agreement that We have with You;
- is in the public or Your vital interest; or
- for our legitimate business interests.
- If We are not able to rely on the above, We will ask for Your consent to process Your data.

this service or refuse to give You this information if Your request is clearly unjustified.

We want to make sure that Your personal information is accurate and up to date. You may ask us to correct or remove information You think is inaccurate.

If You wish to make a complaint about the use of Your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

This Agreement

The service we provide to you is a Boiler Service & Support Agreement and is not a contract of insurance or insurance policy.