

## HOME HEAT UK LIMITED - BOILER REPAIR AND MAINTENANCE CONTRACT TERMS

### AND CONDITIONS Home Heat UK LTD - 212 6820 36 - 6 Crouchmans Court, Poynters Lane, Southend-On-Sea, SS3 9TS.

#### Contents

##### Preface: Summary of Key Rights

- 1 INTRODUCTION
- 2 INFORMATION WE GIVE YOU
- 3 YOUR PRIVACY AND PERSONAL INFORMATION
- 4 OUR CONTRACT WITH YOU WHEN YOU ORDER SERVICES FROM US
- 5 HOW TO ORDER SERVICES FROM US
- 6 RIGHT TO CANCEL
- 7 EFFECTS OF CANCELLATION
- 8 CARRYING OUT OF THE SERVICES
- 9 WHAT IS COVERED BY THIS CONTRACT
- 10 WHAT IS NOT COVERED BY THE CONTRACT
- 11 CLAIM LIMITS FOR GOLD PLAN MAINTENANCE CONTRACT
- 12 CLAIMS MADE UNDER HOUSEHOLD INSURANCE POLICIES
- 13 PAYMENT
- 14 WARRANTY CLAIMS
- 15 CONSUMER RIGHTS ACT 2015
- 16 YOUR RIGHTS
- 17 LIMIT ON OUR RESPONSIBILITY TO YOU
- 18 END OF THE CONTRACT
- 19 DISPUTES
- 20 THIRD PARTY RIGHTS
- 21 DEFINITIONS

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to. Summary of some of your key rights:

##### Home Heat's Contract for Services Important information

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.

You can purchase either our **One-off Services** or our **Gold Plan Maintenance Services** under this contract by ticking the correct box at the end of this contract.

If you **qualify for a twelve-month free trial of our Gold Plan Maintenance Contract** you should note that **this will automatically renew to a paying Gold Plan Maintenance Contract** at the end of [twelve months] (free trial period) unless you cancel your Contract with us as set out herein.

All **Services** (One-off or Gold Plan) provided under this Contract are for labour only and do not include parts (see [9] across. You must pay for all parts used.

If you have taken out our **Gold Plan Maintenance Contract** under this contract, we will email you **28 days prior to the date your contract is due to renew**. If you wish to **renew you must inform us 14 days before the contract end date**.

The **above does not affect your statutory rights**. If you wish to **cancel your contract you must do so within 14 days of it starting**. Please note that it may take us a few days to process your cancellation and return any monies due to you.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix the services if they are not carried out with reasonable care and skill, or get some money back if we can't fix it:

- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;

- if a time hasn't been agreed upfront, it must be carried out within a reasonable time;

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- Your legal rights and responsibilities;
- Our legal rights and responsibilities; and
- Certain key information required by law which we should tell you.

In this contract:

- **'We', 'us' or 'our'** means HOME HEAT U.K LTD and

- **'You' or 'your'** means the person buying our Services from us through our website or by telephone text message or email.

If you don't understand any of this contract and want to talk to us about it,

please contact us by: - Email [info@homeheatuk.net](mailto:info@homeheatuk.net) Monday to Friday: 9

am to 6 pm; or

- telephone on 08007720534 Monday to Saturday: 9 am to 6 pm].

#### Who are we?

We are HOME HEAT U.K LTD a company registered in England and Wales under company number: **08388344** Our registered office is at Unit 6 Crouchmans Court, Poynters Lane, Shoeburyness Southend-on-Sea SS3 9TS. Our VAT number is 212682036

#### 1 INTRODUCTION

1.1 If you buy services by making a booking with us through our website <https://homeheatuk.net> ("Website" (on which a copy of these Terms and Conditions appears) by telephone, text message or email (in which case you will be referred to our website and the copy of the Terms and Conditions appearing there and a copy of these Terms and Conditions will be sent to you by email, or text message attachment (or, if you do have the ability to receive email or text, by post)) and you agree to be legally bound by this contract.

1.2 This contract is only available in English. No other languages will apply to this contract. 1.3 When buying any services, you also agree to be legally bound :

1.3.1 if you order our services by telephoning us and requesting these. The terms and conditions set out herein will apply to all telephone orders placed with us; these terms and conditions may also be sent to you by us through email or by text message;

1.3.2 if you order our services through our Website, our Website terms and conditions if additional to these terms and any documents referred to in them; these terms and conditions may also be sent to you by us through email or by text message;

1.3.3 extra terms which may add to, or replace some of, this Contract. This may happen for e.g., security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you extra terms apply, and 1.3.4 all of the above documents form part of this contract as though set out in full here.

#### 2 INFORMATION WE GIVE YOU

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

2.1.1 see our Gold Plan Terms and Conditions on our website at [insert Website link] which can be downloaded by the Customer for free in a pdf format;

2.1.2 read the acknowledgement email (for our acknowledgement sent]

(see clause 4.3); or 2.1.3 contact us using the contact details at the top of this page.

2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

#### 3 YOUR PRIVACY AND PERSONAL INFORMATION

3.1 Our Privacy Policy is available at [add link].

3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

3.3 In accepting these terms and conditions you are providing consent to us to use your Personal Data for the purposes of providing you with our services.

3.4 In order for us to perform our contract with you and provide you with our services we need to share your data with our third-party engineers. We require your consent to share your data so we can provide services and by [accepting] these terms and condition you agree to allow us to do this. If ordering through our website, please click the consent button at the end to confirm your consent.

#### 4 OUR CONTRACT WITH YOU WHEN YOU ORDER SERVICES FROM US

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 When you contact us for a quote to carry Repairs, we will provide you with a quote. 4.3 If you accept our quote, we will acknowledge it by email if an email address is provided or otherwise by text message or telephone. This acknowledgement does not, however, mean that your order has been accepted. 4.4 We may contact you to say that we do not accept your order. This is typically for the following reasons: 4.4.1 we cannot carry out the services (this may be because, for example, we have a shortage of staff); 4.4.2 we cannot authorise your payment; or

4.4.3 there has been a mistake on the pricing or description of the services.

4.5 We will only accept your order when we email (or if no email is provided send you a text message to your phone or telephone you) confirming that the services will be provided in accordance with the quote accepted by you and you accept our terms either by email text or telephone whichever of these has been used by us to confirm that the services will be provided, or where our services have been ordered through our Website by clicking the "I accept" button on our Website: At this point:

4.5.1 a legally binding contract will be in place between you and us; and

4.5.2 we will provide the services as agreed with you.

4.6 If you are under the age of 18 you may not buy any services from the site.

##### 5 HOW TO ORDER SERVICES FROM US.

5.1 We offer two types of services: :

- One-off services; and

- Services under our Gold Plan Maintenance Contract.

5.2 You can choose the Services you would like when you contact us and if ordering our services through our Website by ticking the box at the end of this Contract.

5.3 All Services are for labour and do not include any parts which may be required to fix your item. Parts will be charged separately.

5.4 New customers will be offered The Free Trial Gold Plan Maintenance Contract on a free trial basis to new customers. You will be told of the length of the trial period at the time of booking our Services. We will inform you of the length of the free trial period when you order our services, and the free trial will come into operation when we accept your order as provided in clause 4 above. Should you agree to take up the free trial of our Free Trial Gold Plan Maintenance Contract, we will ask for your credit card details to be provided to us. Once your card details have been entered, our agents will only be available to see the last four digits of the card number and the expiry date. All other details will be stored on a secure Microsoft server in London maintained by Stripe International Payment Service to which only authorised personnel have access. The details will be stored until the end of the Free Trial period. If you wish to take up our Gold Plan Maintenance Contract at the end of the Free Trial period, we will deduct your monthly payments from the card details you have supplied to us.

5.5 The first time you contact us to arrange an appointment a call out charge will apply, and you will be told about the call out charge when you book with us. The call out charge will apply for the first hour. Thereafter an hourly rate will apply. You will be told of the hourly rate when you contact us to make your booking.

5.6 Our first call out is to review and assess the issue and if we can repair the item we will do so. If we need to order parts and come back to you, we will let you know and arrange a new date to come back.

#### 6 RIGHT TO CANCEL

6.1 You have the right to cancel this Contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the Services during the cancellation period and the Services are fully performed (i.e., the work is completed) during this period. This is further explained in clauses 6.6 and 6.7 below.

6.2 The cancellation period will expire after 14 days from the day of the conclusion of the Contract. 6.3 To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement. This means you must send us an email or a letter by recorded delivery post using the contact details at the top of this Contract. You may use the model cancellation form available here [www.homeheatuk.net/terms-and-conditions](http://www.homeheatuk.net/terms-and-conditions) but it is not obligatory.

6.4 You can also electronically fill in and submit the model cancellation form on our Website [www.homeheatuk.net/terms-and-conditions](http://www.homeheatuk.net/terms-and-conditions). If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g., by email) without delay.

6.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

6.6 We will not start providing the services during the 14-day cancellation period unless you ask us to. When you place an order for Services, you will be given the option to request us to start providing the Services during the cancellation period. By ticking the box requesting us to provide services during the 14-day cancellation period, you acknowledge that you will lose your right to cancel this contract once the services are fully performed (i.e. the work is completed). The request must be communicated to us by ticking the appropriate box on our Website or by email or text message. If we have not received your request to start providing the services before the expiry of the cancellation period, we will not be able to start providing the Services to you until the cancellation period has expired. We are not obliged to accept your request.

6.7 The consequences of making a request to start work during the cancellation period are that if you requested for us to start providing the services during the cancellation period and the services are fully performed (i.e. the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

6.8 This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this contract. See also clause 16 below.

#### 7 EFFECTS OF CANCELLATION

7.1 If you cancel this contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:

7.1.1 for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or

7.1.2 the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (i.e., the work was completed) during the cancellation period.

7.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

7.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

#### 8 CARRYING OUT OF THE SERVICES

8.1 We must carry out the services by the time or within the period we will advise you of when you book with us. If you and we have agreed no time or period for the work, this will be within a reasonable time. 8.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have ceased to have effect.

8.3 If have a Gold Plan Maintenance Contract and you are unable to provide your services / you are unable to contact us and you use a third-party company or engineer to carry out your works, Home Heat will reimburse a maximum of £120.00 unless otherwise agreed in writing.

#### 9 WHAT IS COVERED BY THIS CONTRACT

9.1 Please note this provision applies to both one-off services and the gold plan maintenance contract. 9.2 The contract for supply of our services is a labour only contract; this means we do not cover any materials that may be required or used in carrying out repairs and all materials must be paid for separately. You will have to pay in full for all any materials that we need to perform the services before the job is completed; failure to pay for any materials will result in the contract being terminated.

9.3 This contract covers the following:

- All plumbing and heating and internal waste pipe repairs:

- Pipework;

- Boiler repairs for boilers less than 50kw;

- Heating system leaks and defects;

- Heating system control faults;

- Service of heating appliance after three monthly payments under the contract;

- Leaks on pipework to shower up to inlet valves;

- Toilet repairs on mechanical components and washers

- All accessible internal waste pipes less than 4 inches

#### 10 WHAT IS NOT COVERED BY THIS CONTRACT

10.1 Please note this provision applies to both one-off services and the gold plan maintenance contract. 10.2 The following are items not covered under this contract; this list is indicative and not exhaustive: - Lead pipe work; - Passivated steel pipework;

- MDPE pipework;

- Abs pipework;

- Replacement appliance's (boiler, taps, toilet, showers, radiators);

- Labour to gain access to concealed equipment or pipework;

- Macerators;

- Modifications to systems;

- Shower repairs;

- Oil fired systems;

- Liquefied petroleum gas (lpg) fired systems;

- Biomass/ renewable energy fired systems;

- Electric fired systems;

- Damage caused by sludge;

- Acts of weather, fire, storm, tempest;

- Third party interference/damage;

- Faults caused by lack of maintenance;

- Programming clocks etc;

- Basic consumer maintenance of system (bleeding rads, etc.);

- Water storage tanks both hot and cold;

- Appliance deemed Beyond Economic Repair;

- Gas fires;

- Silicone seals;

- Drainage;

- Shared systems or supplies;

- Boiler pressure (we do not top up water pressure on boiler.);

- Resetting boilers; and

- White goods (washing machine, dishwasher etc).

10.3 We do not cover Existing Faults in an item. Existing faults include but are not limited to: any fault which prevents the operation of an appliance, any failure to comply with the Gas Safety (Installation and Use) Regulations 1998, British Standards and any manufacturing instructions that predate the start of the Contract. Our professional opinion on what constitutes an Existing Fault shall be final.

10.4 Investigating and accessing to site for repair. If we need to spend time in investigation and accessing any repair, we will charge for all time spent in any such investigation/ access. By way of example if we need to repair a leak under concrete and spend three hours finding the leak, we will charge for the 3 hours' time spent in identifying the source of the leak. Any work carried out may be covered under our Gold Plan or must be paid for separately if it is under our ad hoc services.

#### 11 CLAIM LIMITS FOR GOLD PLAN MAINTENANCE CONTRACT

11.1 There is a limit on all claims made to a maximum of £750 for each year of the Contract. 11.2 The following limits also apply during the Contract year:

- Water supply and plumbing £300 per claim.

- Taps and Toilets £200 per claim

- Integral Waste Pipes £200 per claim

- Integral Gas pipes £200 per claim

- Boiler and Heating Repairs £300 per claim

The above individual item limits are subject always to a maximum of £750 for all claims per Contract Year as provided in 11.1 above.

11.3 We do not cover Existing Faults.

11.4 We do not cover any parts or materials used as this a labour only contract. You will have to pay in full any materials used before the job is completed. Failure to pay for any materials will result in the contract being terminated.

#### 12 CLAIMS MADE UNDER HOUSEHOLD INSURANCE POLICIES

12.1 Any claims in relation to a Fault under this agreement must be covered by your household insurance policy. We will only bring a claim under our own insurance policy in the event you have exhausted any other insurance policies that are available to you and provided evidence of this to us.

12.2 If you are making a claim under your household insurance policy, you undertake to contact your insurers and pass them our details to enable payment to be made to us directly and you will inform us when you have done this by sending an email to [insert email address].

#### 13 PAYMENT

13.1 Payment must be made in advance for One-off services when you agree that we should provide our services (see 4.5 above).

13.2 We accept payment by debit or credit card.

13.3 We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

13.4 Your credit card or debit card will be charged in advance of any work being carried out if we are providing One-off Services.

13.5 For Services provided under the paid Gold Plan Contract payment will be taken on a monthly basis at the end of a month. All payments by credit card or debit card need to be authorised by the relevant card issuer. 13.6 If you fail to make payment in accordance with this Agreement under clause 13.4 or 13.5 we shall be entitled, in addition to any unpaid amount that should properly have been paid, to simple interest on that amount (accruing on a daily basis from the final date for payment until the date of actual payment, whether before or after judgment). Such interest shall be calculated at a rate of 4% per year above the Bank of England base rate which is current at the date the payment became overdue. We will email to let you know if we intend to do this. 13.7 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 6 and 7.

13.8 The price of the services:

13.8.1 is in pounds sterling (£) (GBP);

13.8.2 includes VAT at the applicable rate;

13.8.3 does not include the cost of parts and materials.

13.9 Legal title to all parts supplied in the provision of Services will pass to you once we have received payment in full for all outstanding amounts from you to us. If payment is not received, we reserve the right to pass on the debt to a debt collection agency, please note the ownership to all parts and materials supplied to you to us shall remain with us.

#### 14 WARRANTY CLAIMS

14.1 We warrant that, for a period of twelve months from performance of the Services shall: a) be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13; and b) be provide a warranty of 12 months on any parts or materials supplied to you by us. 14.2 Please note our warranty of 12 months on parts or materials supplied to you is in addition to any warranty provided by the manufacturers of the parts or materials used by us which may be for a longer period than the 12 months provided by us. In the event you wish to claim on the longer manufacturer warranty, please contact us using the contact details provided within these terms and conditions and we shall provide you with the manufacturers contact details.

#### 15 CONSUMER RIGHTS ACT 2015

15.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example: 15.1.1 the services must be carried out with reasonable care and skill;

15.1.2 you must pay a reasonable price for the services, and no more, if you and we haven't fixed a price for the services; and

15.1.3 we must carry out the services within a reasonable time, if you and we haven't fixed a time for the services to be carried out.

#### 16 YOUR RIGHTS

16.1 Your 'legal rights' under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

16.1.1 visit our webpage: [www.homeheatuk.net](http://www.homeheatuk.net)

16.1.2 contact us using the contact details at the top of this page.

16.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights').

16.3 Please contact us using the contact details at the top of this contract:

16.3.1 If you want us to repeat the services;

16.3.2 If you wish to make a claim under warranty in accordance with clause 14.

16.3.3 for any other purpose connected with the contract or our services us to fix the services.

#### 17 LIMIT ON OUR RESPONSIBILITY TO YOU

17.1 Except for our legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

17.1.1 losses that:

(a) were not foreseeable to you and us when the contract was formed;

(b) were not caused by any breach on our part;

17.1.2 business losses; and

17.1.3 losses to non-consumers.

#### 18 END OF THE CONTRACT

If this Contract is ended it will not affect our right to receive any money which you owe to us under this Contract and has become due before it is ended.

#### 19 DISPUTES

19.1 We will try to resolve any disputes with you quickly and efficiently.

19.2 If you are unhappy with:

19.2.1 the services;

19.2.2 our service to you generally; or

19.2.3 any other matter, please contact us as soon as possible.

19.3 If you and we cannot resolve a dispute using our internal complaint handling

procedure, we will: 19.3.1 let you know that we cannot settle the dispute with you;

and

19.3.2 give you certain information required by law about our alternative dispute resolution provider or refer the matter to an Energy Ombudsman approved by Ofgem.

19.4 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

19.5 The laws of England and Wales will apply to this contract.

#### 20 THIRD PARTY RIGHTS

No one other than a party to this contract has any right to enforce any term of this contract.

#### 21 DEFINITIONS

**One-off services** means where you require services for one time on your item and you are not covered by the Gold Maintenance Plan;

**Contract Year** means the twelve-month period following the date on which you enter the Contract;

**Existing Fault** means a defect or noncompliance with manufacturers installation instructions or industry guidelines and best practice; an existing fault is where an item fails to function as it is generally expected to function;

**Gold Plan Maintenance** means a contract under which you have a twelve-month commitment to make **Contract** payments in return for our labour only services;

**Repairs** means the reinstatement of an appliances function or corrective action taken to resolve a leak or loss of operation of a component or appliance; and

**Personal Data** has the meaning set out in the General Data Protection Regulation (679/2016) and the Data Protection Act 2018.