

If you cancel after the first 7 working days and pay by monthly Direct Debit, we will continue to provide cover until the end of the period to which your last payment applies, we will then cancel the Agreement and take no further payments, unless we have carried out work, for instance the Initial Inspection. If you pay by cheque or credit/debit card or by any other Direct Debit, we will cancel the Agreement at the end of the month in which you notify us. We will then provide a refund of any money you have paid for the time left to run in your current Period of Agreement, unless we have carried out work.

Our responsibilities

We will meet our responsibilities under your Agreement within a reasonable time unless it is impossible because of circumstances outside our control. If we cannot meet our responsibilities, we will let you know as soon as possible confirming the reasons why we cannot meet our responsibilities. We will also give you another time when we expect we can meet our responsibilities to you. Where we have agreed to take your Equipment into an Agreement, and have previously advised there may be restrictions over our ability to maintain your Equipment or the supply of parts, we will use all reasonable endeavours to carry out repairs.

Gaining access to your property and arranging appointments

Our engineers will only work in your Property if there is someone aged 18 or over there at all times. It is your responsibility to allow us access to your Property. If we cannot gain access, we will not be able to carry out the necessary work and you will need to arrange another appointment.

If you do not arrange an appointment or we cannot gain access, your Agreement will continue even though we have not been able to carry out the work. If, after several attempts, you have not made an appointment or we still cannot gain access, we may write to you to let you know we have cancelled your Agreement.

Safety advice

We may advise you that permanent repairs or improvements are needed to help make sure your Equipment works safely (for example, to keep to gas-safety regulations, such as upgrading your ventilation to meet current standards). If you do not follow our advice, it may mean that we decide we must cancel your Agreement.

Spare parts

If our engineer does not carry the spare parts needed on the day of your appointment, we can normally get hold of most items within 7 days.

Making good

We will fill in any holes and leave the surface level if we have had to make access to your system or appliance so we could carry out a repair. However, we will not replace the original surface or construction (for example, redecoration).

Our guarantee and your legal right

We guarantee all of our repair work for 90 days. If you ask for further visits to deal with breakdowns, even within 90 days of a previous visit, we may still need you to agree to pay further repair fees. Our engineer will decide whether the fault is related to a previous breakdown visit in the last 90 days and so whether you will need to pay these further fees.

The rights in relation to any guarantee we give you apply in addition to, and do not affect, your legal rights. As a consumer you have rights in relation to services not carried out with reasonable skill and care, or if the parts we use are faulty or not as described under the Sales of Goods Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from a Citizens Advice Bureau or Trading Standards Department.

Liability for damage or loss

Unless we cause it, we will not be responsible for any loss or damage to property as a result of your Equipment or system breaking or failing, including any cleaning needed or damage to fixtures or furniture (for example, damage caused by water leaks).

Complaints

We will always try to do our best but unfortunately there may be times when things go wrong. If you have a complaint about any part of our service, please call our Customer Support Number **0844 4457998** or write to us at **Heat Plan Utilities Limited, Airport House, Purley Way, Croydon, Surrey CR0 0XZ**.

Using your personal information

This explains how we use the information we collect about you when you buy services from us. We and our agents may use your information to provide you with the services you have asked for, which may include contacting you by letter, email, phone or text.

Passing your Agreement to another

You may not transfer this Agreement into the name of another person who lives at your property or at any other property without our consent in writing to the transfer.

Governing law

Your Agreement is governed by the laws of England and Wales.



heat plan utilities

TERMS AND CONDITIONS – SERVICE PACK AGREEMENT

This is a contract for services provided by Heat Plan Utilities Limited. It is not a contract of insurance.

DEFINITIONS

These words and phrases have the following meaning:

Agreement means the agreement you have with us, Heat Plan Utilities Ltd

Equipment means a central heating boiler or a hot water boiler or a radiator or related pipe work.

Initial/Annual Service Inspection means a visit we carry out within the Period of Agreement, or the annual service inspection we carry out within the period of renewed Agreement, as detailed in the Service Pack Agreements summary below.

Ongoing Call Out Support means the telephone service provided by us as part of your Service Pack Agreement, and detailed fully below.

Period of Agreement means the length of your Agreement, which runs from the date we accept your application or from the renewal of your Agreement for twelve months.

Property: means the property named on your Agreement as being the site of the services we provide as part of your Service Pack Agreement

Repair Charges: means the charges for labour, parts and VAT, which we have estimated for the repairs to your Equipment and which you have accepted in advance of our engineer performing the repairs.

Service Pack: means the packages of services being offered by us and detailed below.

You or your means the person named on your Agreement, together with the members of your household who normally live with you.

GENERAL CONDITIONS

Price and Price Changes

Your Agreement price is set out in your Agreement and includes Value Added Tax (VAT) and will not change during your Period of Agreement unless the Government introduces a change in the relevant tax rate. We will always write to you to tell you about any change to your price and Direct Debit installments.

Payment for Service Pack Agreements

If you choose to pay by Direct Debit, you can pay either annually or monthly. If you choose to pay by cheque, credit card or debit card you must pay annually, in advance. All of our charges include VAT at the current rate.

Payment for Repairs and Parts

We will give you an estimate in advance for any repairs or replacement parts required before our engineers undertake this work. Once the repair has been made we will send you an invoice that must be paid within 14 days of the date of issue.

Renewals

Approximately 30 days before the end of your Period of Agreement, we will write to you to tell you about any changes to our prices for the next year. Unless you tell us when we write to you that you do not want to renew at least 15 days before the end of your Period of Agreement, we will automatically renew your Agreement for another year if you have chosen to pay by Direct Debit.

SERVICE PACK AGREEMENTS

Basic Service Pack Agreement - £190 [inclusive of VAT]

This package includes:

Initial/Annual Service Inspection (performed within the Period of Agreement or of the renewal Period of Agreement) - £130

- A visual check to ensure boiler meets current standards
- Boiler fired to identify any working faults
- Boiler casing removed to check all main boiler components (burner, heat exchanger, main injector, spark/sensor probe)
- Checks to ensure flue terminals are unobstructed and internal flue components are sealed properly
- Gas valve adjusted to check that burner is combusting efficiently and properly (normally using a flue gas analyser)
- Inside casing surfaces cleaned
- Boiler parts cleaned if necessary
- Gas tightness test conducted to ensure no leaks
- Boiler casing put back on - check properly sealed
- A service report form completed by our engineer showing the condition of your boiler and any recommendations (including an estimate of Repair Charges, which is signed off by you and by the engineer at the end of the Initial Inspection. The report is sent by the engineer to us, and a copy is then sent out to you for your records.

Repairs worth up to £250

(including parts, labour and VAT) to your boiler

- We will not charge you for the first £250 of parts and labour (inclusive of VAT) that our engineer in his sole opinion believes are needed to repair your boiler in the event that you call us and we believe a call out visit by one of our engineers is necessary.

Ongoing Call Out Support (runs from the Initial Inspection to the end of the Period of Agreement) - £60

- 24 hour, 7 days a week telephone service answering your calls about problems with your Equipment, to which we will respond with a visit to your Property within 72 hours of logging your call if in our sole opinion an engineer visit is necessary. No call out charges are made for this visit. The cost of any repairs or parts (Repair Charges) that in the sole opinion of our engineer after visiting are required will be estimated by our engineer if the estimate exceeds £250 (including VAT), the excess amount will need to be paid for by you prior to the works carried out.
- The number of call out visits during the Period of Agreement is unlimited subject to our reasonable discretion.

The Service Pack Agreements Exclusions and the 'General Conditions' below apply

Service Pack PLUS Agreement - £260 [inclusive of VAT]

This package includes:

Initial/Annual Service Inspection (performed within the Period of Agreement or of the renewal Period of Agreement) - £200

- A visual check to ensure boiler meets current standards
- Boiler fired to identify any working faults
- Boiler casing removed to check all main boiler components (burner, heat exchanger, main injector, spark/sensor probe)
- Checks to ensure flue terminals are unobstructed and internal flue components are sealed properly
- Gas valve adjusted to check that burner is combusting efficiently and properly (normally using a flue gas analyser)
- Inside casing surfaces cleaned
- Boiler parts cleaned if necessary
- Gas tightness test conducted to ensure no leaks
- Boiler casing put back on - check properly sealed
- Gas tightness test conducted to ensure no leaks
- Boiler casing put back on - check properly sealed
- All radiators inspected, bled, valves pressure tested and tightened
- A service report form completed by our engineer showing the condition of your boiler and any recommendations (including an estimate of Repair Charges, which is signed off by you and by the engineer at the end of the Initial Inspection. The report is sent by the engineer to us, and a copy is then sent out to you for your records.

Repairs worth up to £350

(including parts, labour and VAT) to your boiler

- We will not charge you for the first £350 of parts and labour (inclusive of VAT) that our engineer in his sole opinion believes are needed to repair your boiler in the event that you call us and we believe a call out visit by one of our engineers is necessary.

Ongoing Call Out Support (runs from the Initial Inspection to the end of the Period of Agreement) - £60

- 24 hour, 7 days a week telephone service answering your calls about problems with your Equipment, to which we will respond with a visit to your Property within 72 hours of logging your call if in our sole opinion an engineer visit is necessary. No call out charges are made for this visit. The cost of any repairs or parts (Repair Charges) that in the sole opinion of our engineer after visiting are required will be estimated by our engineer if the estimate exceeds £350 (including VAT), the excess amount will need to be paid for by you within 14 days of an invoice being issued by us.
- The number of call out visits during the Period of Agreement is unlimited subject to our reasonable discretion.

The Service Pack Agreements Exclusions and the General Conditions below apply

Additional services Power Flush £600 [inclusive of VAT]

Full system power flush and clean, blockages cleared, new magnetic filter installed (where applicable), pipe/valve leaks identified and repaired

The Service Pack Agreements Exclusions and the General Conditions apply

One Off Repairs from £70 [inclusive of VAT]

- A visit from one of our engineers for a fixed call out charge of £70 which includes up to one hour (from arrival time of our engineer) of inspection and repair:
- Further hour of repair charged at £90 [inclusive of VAT] for every hour or part hour. If our engineer is carrying any necessary parts for your repair, you will be able to approve the cost BEFORE our engineer fits the part or carries out the repair
- If our engineer is NOT carrying the necessary parts for your repair, we will provide written report and cost quotation for your approval prior to arranging a further visit.
- Payment for a repair visit must be made in full within 7 calendar days of our engineer completing the repair works.

Service Pack Agreements Exclusions

The following are not included within the Repairs that we will undertake at no charge to you, up to a value (according to our estimate) of £250 (basic pack) £350 (plus pack), for each call out visit as part of your Agreement

1. Modifications or additions to the equipment
2. Peripheral items and consumables (lists are available from us)
3. Equipment which in our sole opinion would cost more to repair than replace.
4. Defects resulting, we have decided, from misuse or neglect of or accident to the Equipment or failure to follow the instructions or the advice of us or the Equipment manufacturer.
5. The repair or replacement of parts which we need to remove from your premises but which you, for whatever reason, are unwilling to let us remove.
6. Any problem relating (in our sole opinion) to the initial installation of the Equipment
7. Any problem due to failure of the water, gas or electricity supplied to the system.
8. Any problem relating to the lime scaling of the system due to the hardness of the water supply.
9. Any problem relating to the build-up of the deposits in the system including, but not limited to, corrosion deposits.
10. The failure of the heat exchanger or printed circuit board (PCB) which will mean that the Equipment is beyond economical repair.
11. Any problem caused by lightning strike, frost, explosion, flood, storm, fire or similar causes.

12. Any problem caused through the negligence, misuse or third party interference whether intentionally or accidentally.
13. Any problems relating to the water supply from the cylinder to and including the taps and washers.
14. Adjustment of time and temperature controls.
15. The structure of the building including but not limited to pipework and flues contained within it.
16. Any faults present at the time of signing this Agreement or that occur within 28 days of the start of the Period of Agreement.
17. Replacement of flues
18. Any problem relating to heating appliances including, but not limited to, fan assisted radiators, towel rails, designer radiators, prismatic cylinders, thermal stores, unvented cylinders, custom made cylinders and glass fronts on back boiler fires.
19. Any problem relating to electrical wiring faults contained within the general structure of the building or where the mains wiring has been connected in any way to any external equipment.
20. Any fault relating to, or caused by, failure or malfunction of the time and temperature controls.
21. If you equipment is deemed by us to be beyond economical repair, we will cancel your agreement and issue you with a refund of any remaining portion of your agreement, less the costs of any work(s) that we have already carried out.

Cancellation

Our cancellation rights

We may cancel your Agreement if:

- You have given us false information
- You do not make an agreed payment
- There are, in our opinion, serious health and safety concerns about your Equipment or your Property
- At the Initial Inspection your Equipment is found to have a major fault or be beyond economical repair in our sole opinion
- You do not give us access to your Property when it is reasonably requested
- Repairs or improvements to your Equipment that we tell you are needed are not completed

If we cancel your Agreement after the Initial Inspection we will give you a full refund of the Ongoing Call Out Support element of the price you have paid for your Service Pack Agreement.

Your cancellation rights

You have the right to change your mind about entering this Agreement with us at any time within the first **7 working days** and we must give you a full refund of any money you have paid us

You may cancel any Agreement you have with us at any time as long as you let us know by calling our Customer Support Number **0844 4457998** or write to us at **Heat Plan Utilities Limited, Airport House, Purley Way, Croydon, Surrey CR0 0XZ**. Cancelling your Direct Debit without contacting us will not mean you have cancelled your Agreement with us.