



## Home Heating Scheme.

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# TERMS and CONDITIONS

Please note: these Terms and Conditions will be updated periodically and can be viewed on our website.

**HOME HEATING SCHEME LIMITED ('the Company')** agree to carry out work and supply goods in accordance with the specification set out with the Customer and in accordance with the following Terms and Conditions and the scheme Agreement. The Home Heating Scheme formulates the following packages:- **STANDARD** - Boiler, Annual boiler service and emergency call outs only. **PREMIER** - Boiler & Controls, Annual boiler service, emergency call outs and Central Heating. **DELUXE** - Boiler & Controls, Annual boiler service, emergency call outs, Central Heating and Plumbing and Drains. Additional extras that can be covered by prior arrangement for an additional fee are oil heating, back boilers, gas fires, electric showers and extractors, etc.

### 1.1 Periods of Agreement .

The duration of your scheme is for a minimum period of 12 months, as shown on your Agreement, and will commence on the date specified on your Agreement, which needs to be signed. Note: boiler and controls and central heating 'breakdowns' are not covered within the first 14 days of your Agreement term.

### 1.2 Price and Price Changes.

Your scheme price is set out in your Agreement and will not change during your Period of Agreement but may change at renewal stage and can be upgraded at any time. We will advise you about any change to your Direct Debit instalments.

1.3 We reserve the right to deny you membership or cancel your membership at any time and in cases of pre-existing faults not being declared to us. We reserve the right to deny you membership or cancel your membership at any time and in cases of pre-existing faults not being declared to us.

### 1.4 Instalment payments.

Payments will be collected at regular monthly instalments by Go Cardless Direct Debit facility on either 1st or 15th of every month (unless by prior arrangement to pay up front in full). Failure to keep up with regular monthly payments will make your cover void and any discounts received or costs incurred will be due in full. All materials/goods will remain the property of the Company until payment is received in full. We do not offer payment terms.

### 1.5 Membership Renewals.

Prior to the end of your period of cover, we will contact you about any changes to your Agreement to give you the option to cancel or we will automatically renew your Agreement for another 12 months, if we do not hear from you in writing instructing us to cancel your membership.

### 1.6 Parts Contribution Excess.

All our Agreements come with an automatic Parts Contribution Excess which will be set out in your Agreement, unless other arrangements have been made. The amount of the Parts Contribution Excess you agree to pay (as shown on your Agreement) is payable on the day of repair, for every completed repair including related faults (a further Parts Contribution Excess fee will apply for repair of unrelated faults) and will be due in full on the day of work completion or prior to the work, if arranged at the time of booking when ordering parts. We may ask for pre-authorization of any Parts Contribution Excess at the same time that we book your appointment.

### 1.7 Guarantee.

We guarantee all of our repair work for a period of 28 days. If you request further visits to remedy breakdowns, even within 28 days of

a previous visit, we may still require pre-authorization for the payment of any Parts Contribution Excess fee. The engineer will assess whether the fault is related to a previous breakdown visit and therefore whether any Parts Contribution is payable. You can choose to have a non-Parts Contribution Excess scheme with prior consent and an additional monthly charge.

### 2.1 Cancellation of your policy.

We require a minimum of one months notice to cancel your scheme and Direct Debit. We reserve the right to refuse or cancel your policy scheme at any time due to non-payment or late payment of the scheme or other work carried out by the Company, excessive call outs and evidence of pre-existing faults, problems and breakdowns.

### 2.2 Domestic use.

The Home Heating Scheme Agreement is only available for appliances and systems used inside your Home for Domestic Purposes. If you own a domestic property which you rent out, you can hold our Agreements for your tenanted property by prior arrangement and as specified on your Agreement.

### 2.3 Damages.

We do not cover 'accidental damage' caused by yourself or a third party as this will need to be claimed by your Home/Buildings Contents Insurance policy and if we intervene it could invalidate a claim.

### 2.4 Service coverage.

There are areas of the United Kingdom we do not currently provide memberships for. If this affects you, we will tell you when you apply. If you move 'out of area', you will be entitled to cancel your scheme with no obligation but we offer no refund for previous months when cover has been in place. Any discounts received will be payable under these terms.

### 3.1 Our responsibilities.

We will meet our responsibilities to attend breakdowns under your scheme membership within a reasonable time (and usually within a 24-hour period) unless it is impossible because of circumstances beyond our control. If we are unable to meet our responsibilities, we will notify you as soon as possible confirming the reasons and provide you with an alternative date/time when we expect we can satisfy our obligations to you.

### 3.2 Access.

If we cannot easily gain access and need to carry out a repair or fault-find that requires us to access a blocked/hidden/boxed/built in area (especially in the cases of a pipe leak) we do not take responsibility for 'making good' afterwards and this will be the responsibility of the Home Owner. We require clear access to your boiler at all times, as we cannot accept responsibility for anything that gets broken or damaged in your home during restricted access.

### 3.3 Call outs.

A 'call out' that warrants an engineer visit to your premises is for a breakdown or emergency only (ie. no hot water and/or heating). If we are called out to attend a problem that is not classed as an emergency or breakdown, we reserve the right to charge you a call out fee, which will be due on the day of the visit.

### 3.4 Failed appointments.

If you do not re-arrange an appointment or we cannot gain access, your Agreement and monthly payments will continue, even though we have been unable to carry out the work/service the boiler. If, after several attempts, you have not made an appointment or we still cannot gain access, we may cancel your Agreement.

### 3.5 Boilers.

If your Agreement includes repairs to boilers: • Whether or not we installed your boiler, if we agree that your boiler is less than seven years old and has been serviced annually by us, we will provide a suitable new replacement boiler approved by us if it is not possible to repair yours because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it. • If we installed your boiler and we agree that your boiler is seven years old or more but is less than 10 years old plus you have had a continuous Standard, Premier or Deluxe Scheme Agreement for the life of the boiler, we will provide a suitable new replacement boiler approved by us, providing it has been serviced annually by us.

### 4.1 Gaining entry to your property.

Our engineers need to be accompanied in your property at all times by someone aged over 18 years. It is your responsibility to allow us access to your property. If we cannot gain access, we will be unable to carry out the necessary work and will therefore not be responsible and you will need to re-arrange another appointment. If an engineer has attended and has been unable to gain access we reserve the right to charge a call out fee of £60.00.

### 4.2 Safety advice.

We may advise you that permanent repairs or improvements are required to help ensure your appliance or system works safely (for example, to comply with Gas Safety, such as upgrading your ventilation to meet current standards or you may require a system flush to gain cover for your boiler). If you do not follow our advice, we will be unable to fulfil our obligations to you under your Agreement.

### 4.3 Central Heating cover.

To qualify for cover to your central heating we may conduct a test on your radiators to ensure they are fully functional and in working order at the commencement of the scheme. If we suspect or see evidence of a build up of sludge or slime in your heating system and this causes a boiler breakdown - you will NOT be covered for a repair as this would be classed as a 'pre-existing condition'. If we recommend a System Flush using our Magna Clean Filter and this is not carried out, this may invalidate your cover.

### 4.4 Spare parts.

If our engineer does not stock the spare parts required on the day of your appointment, or the parts are faulty or incorrect, we will try to order parts on a 'next working day' delivery system. We will do all we reasonably can to find and install parts from our approved suppliers but we cannot take responsibility for suppliers who are out of stock, shut down or during a Bank Holiday. We may use other approved parts that have been reconditioned by the original manufacturer, but any labour guarantee is still covered.

### 4.5 Discounts.

If you have received one of our Special Discounts (including a Central Heating System Flush) this must be carried out at one address within the first 6 months of the scheme to be eligible (and must include a Magna Clean Filter in most cases). Any additional costs will be quoted to you before commencement of the work. If you cancel your scheme before the end of the Agreement term - the discount will be due to be re-paid in full.

### 5.1 Labour and Conduct.

Our dedicated engineers will usually carry out the work. In some cases we may authorise a suitably qualified contractor to carry out the work. A contractor will be adequately registered for the work. We will not tolerate rudeness to members of staff/engineers and/or allow any photography or filming of us carrying out works during our visit.

### 5.2 Guarantees.

We guarantee to make good any faulty parts and/or defective workmanship for a period of 28 days from the date we completed your repair. The rights in relation to any guarantee we give you are in addition to, and do not affect your legal rights 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.

### 5.3 Moving home.

You will need to notify us as soon as possible about any change of address. Once we receive new address details from you for your new Home we will transfer your Agreement to this new address (unless you tell us you do not want to continue with your Agreement) and arrange a First Service for your new Home.

### 5.4 Governing law.

The terms and conditions for all Agreements are written in English and all correspondence entered into shall be in English. Your Agreement is governed by the laws of England and Wales if your home is located in England or Wales and by the laws of Scotland if your home is located in Scotland.

### 5.5 First Service.

Your Agreement will include a First Service which we will arrange to inspect your boiler and controls/gas central heating system/gas/electric appliances (depending on what is included in your Agreement), to help ensure we can include them in your Agreement and that they are safe and in good working order. We will normally carry out your First Service within 30 days of your Agreement, although it may be later if there is high demand for our services especially in colder weather. If your First Service reveals a problem that is outside of the Agreement terms (such as boilers for which we know we cannot obtain parts, or systems that are installed unsafely or are inaccessible) we may: • Tell you what work is needed and what it will cost to do that work; • Offer you a different product which will not include the part(s) of your system causing the problem which we are unable to include in your Agreement; or • Cancel your Agreement and refund any money you have paid. We are not responsible for any pre-existing or design faults on current parts and materials.

### 5.6 Booking your Annual Service.

If your Agreement includes an annual boiler service/Landlord Certificate, we will remind you around the time of the service date to inspect your boiler and controls/gas central heating system/gas/electric appliances (depending on what is included in your Agreement) to help ensure that they are safe and in good working order. It is your responsibility, or your Tenants responsibility, to make the booking with via our automated on line booking system or be telephoning us. We cannot be held responsible if you fail to rebook your service and your boiler warranty or Landlord compliance becomes invalid.

### 5.7 Priorities.

We will normally complete your Annual Service around twelve months from the date of your last Annual Service. In periods of high demand for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your Annual Service visit. If you have a breakdown in the two months before your Annual Service is due, we may complete it at the same time we visit to repair the breakdown to your system or appliance.

### 6.1 Cancellation Charges.

If you cancel your Agreement with us part way through your 12-month period of the Agreement and you have had a recent boiler service/Landlord Cert, repair or received a discount on other products and services in respect to that Agreement, we will charge costs we have incurred. Your cancellation charge will be the total of the amounts specified: • Less any Parts Contribution and/or Fixed Fee payments you have made for each repair; • Less all the scheduled payments you have made in your Period of Agreement; • Plus one months cancellation period and • The total of any cancellation charges will not exceed your annual price as specified on your Statement.

### 6.2 Our Cancellation rights.

We may cancel your Agreement in the following circumstances: • If you have given us false information; • If you do not make an agreed and regular payment using the method in the Agreement; • We find something wrong at a First Service; • Where there are health and safety issues or pre-existing faults; • where a person, not non pre approved by us, has attempted to repair the fault and/or tampered with the boiler • Your appliance or system is not on our approved list; • You do not provide us with access to your property where required; • We are not reasonably able to find parts for your appliance or system; and • Permanent repairs or improvements we tell you are required are not completed. If we cancel at the First Service, we will give you a full refund of any money you have paid. If we cancel your Agreement at any time after your First Service, we will refund any money you have paid for the time left to run in your current Period of Agreement, less any discounts or work that has been carried out. We reserve the right to deny you membership or cancel your membership at any time and in cases of pre-existing faults not being declared to us.

**These terms and conditions are subject to change.**

**Ref: 05/2018**