

# Terms and Conditions

**These Terms and Conditions are a legal document that will bind us both.**

## About these Terms and Conditions:

Section 1 sets out the definitions used throughout these Terms and Conditions.

Section 2 relates to service Plans.

Section 3 relates only to Plans which include monitoring of your filter.

Section 4 applies generally.

## Section 1 - Definitions

- a. 'Add-on Item' means a gas fire service plan and/or gas cooker safety check and/or unvented cylinder service plan and/or the provision of a Landlord's Gas Safety Certificate in conjunction with a boiler service Plan.
- b. 'Call-Out Fees' means the per incident fees payable in respect of any callouts which are not expressly included in your Plan description. These fees are payable in addition to the monthly fee for the Plan(s) shown in the documentation.
- c. 'Fees' means the fees payable to us by you for the provision of the Service Plans (including Call-Out Fees) or under a Quote.
- d. 'Filter Data' means any data broadcast by any filter that is capable of broadcasting such data.
- e. 'Plan(s)' means the service plan(s), described in the documents which you have made a successful application to become a member of, we have confirmed to you in writing has commenced, and which has not been terminated.
- f. 'Quote' means any quote which we issue to you and you accept, for products and services outside of those included in a Plan, as well as any changes to that Quote which we and you agree or confirm in writing or by email.
- g. 'Us', 'we' and 'our' refers to the heating installation and repair company from whom you receive your Plan documents.
- h. 'Works' means any installation, repair or servicing works carried out by us further to a Quote.
- i. 'You' and 'your' refers to you, the person whose application to join one or more of the Plan(s) has been accepted by us.

## Section 2 – Conditions applicable to Service Plans

### 1) Service Plan Eligibility

- a. Your application for a Plan which includes servicing will only be accepted if:
    - i) you have a domestic (up to 70Kw) condensing gas central heating boiler.
    - ii) you live in the area we cover (please contact us for details).
    - iii) you are aged 18 or over, and are the owner or owner-occupier of the property in respect of which you require the Plan.
    - iv) the property in question has 5 or fewer bedrooms.
    - v) in the case of a servicing Plan for an Add-on Item, you also apply for a Plan which is not an Add-on Item.
  - b. Additionally, you can apply for a Plan which includes boiler or system care only if:
    - i) your domestic (up to 70Kw) condensing gas central heating boiler has a circular flue, is under 16 years old and doesn't need to be removed from the wall to be repaired.
    - ii) your boiler and heating system are safe and in good working order (see paragraph 3b below).
  - c. Additionally, you can apply for a Plan which includes monitoring of your filter only if you already have a qualifying Wi-Fi enabled filter installed within the property or will be having one installed by us (please contact us for details).
  - d. At our discretion, we can provide a bespoke quote for your Plan(s) if your property has more than 5 bedrooms. We reserve the right to quote a higher price than the Fees shown in the Service Plan document in such cases, and in any other situation where the heating system in your property will make it more difficult or expensive for us to service and/or maintain your products.
  - e. We reserve the right to refuse any application for a Plan without giving a reason. Your Plan(s) will only commence, and a binding contract will only be created between us, once we confirm in writing to you that you have been accepted onto the Plan. If we are unable to accept your application then, unless we have already carried out a service of any of your products, we will refund any payments made by you in respect of the Plan.
  - f. Any Plan is specific to the boiler installed in the property at the commencement of the Plan. If your boiler is changed during a Plan (other than by us) you must immediately inform us and we may, at our sole discretion, either amend or cancel the Plan.
  - g. Our Plan(s) are designed for owned properties only and will automatically terminate on the date you sell your property. In this case, both your and our obligations under the Plan(s) will cease and you will not be entitled to a refund of any of the Fees you have already paid. **IF YOU ARE IN THE PROCESS OF MOVING HOUSE PLEASE CONTACT US TO LET US KNOW AS WE MAY BE ABLE TO TRANSFER YOUR PLAN TO YOUR NEW HOUSE.**
- ### 2) Inclusions and Exclusions
- a. A list of what is and is not included in each Plan is set out in the Plan descriptions.
  - b. The Plan enables you to spread the cost of servicing your boiler and controls over a 12 month period. If you cancel your Plan prior to your next service we will not refund you any monies that you have paid up to that point. Please see paragraph 5 below for more details.

- c. Each year we will contact you when the annual service is due to arrange to visit your property and perform an annual service on your boiler and controls, to ensure that it is working efficiently. In the event that you do not hear anything within this time period, you can also arrange it by calling us. Please note, it is your responsibility to arrange for your boiler and controls to be serviced and we will not be liable to you for any refunds if you fail to do so. The annual service will be carried out to statutory requirements and, where available, in accordance with the manufacturer's recommendations. Subsequent annual services will be carried out on or around the anniversary of the preceding annual service.
- d. Where your Plan includes boiler care we will also repair your boiler, boiler parts or heating controls, where we are able to do so and where these are not beyond economic repair. We will supply any available boiler parts required and we will fit any replacement parts or heating controls within the cost of your Plan, but the cost of any new heating controls required is not included in any Plan.
- e. Where your plan includes heating system care we will also repair or replace (at our sole discretion) radiators, radiator valves, central heating pipework, header tank and gas pipework (subject to the exclusions described below).
- f. In addition to the exclusions contained within the description of each Plan, the following exclusions apply to all Plans:
  - i) any repairs and replacement parts required, unless expressly included in your Plan description;
  - ii) removal of products of corrosion from within the system; and/or the clearing or repairing of filters or the addition of chemicals or inhibitor, unless expressly included in your Plan description;
  - iii) any adjustment of time and temperature controls, bleeding radiators or pressurising sealed systems and relighting pilot lights;
  - iv) data loss or corruption, installing, modifying and upgrading software, the resolution of any software interface problems;
  - v) visits outside of normal working hours, being 9am to 5pm Monday to Friday, excluding bank holidays.
  - vi) the fabric of your property, including any pipework or flues encased or buried in it; anything for which you are not legally responsible, such as pipes, cables and drains located outside your property's boundary; your domestic water supply; and any pipework or items not expressly included in a Plan description which are connected to the domestic hot and cold water services, including taps and washers.
  - vii) heating appliances including heaters, radiators and cylinders (unless expressly included in your Plan description), thermal stores, underfloor heating systems and/or specialist heating.
  - viii) accidental damage; repairs or modifications, where not approved by either us or the heating equipment manufacturer; and intentional or unintentional misuse of or damage to your products or services; including damage or faults caused by a third party, other than one of our employees or approved sub-contractors.
  - ix) any work, including de-scaling, that may arise due to hard water scale deposits or aggressive water supply; and any breakdowns or damage to the boiler or its parts caused by sludge build-up within the system.
  - x) for items with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens.
  - xi) damage or faults which are covered by any insurance policy you hold or by a manufacturer's guarantee.
  - xii) damage or faults caused by snow, ice or frost and other extreme weather events and conditions, such as lightning, flood, earthquake or hurricane; or caused by fire, explosion, subsidence, structural repairs; or due to any problem with the supply of broadband; or due to the failure of the water, gas or electricity supply.
  - xiii) any inadequacy arising from the original design or installation of your boiler and/or heating system (unless installed by us); replacement, recall or modification of the heating equipment (or any part) by a supplier or the manufacturer; modifying or making heating equipment comply with legislation or making it safely accessible; and any consequential damage or loss occurring as a result of a defect in the boiler or central heating system unless attributable to our negligence. If attributable to our negligence, notification must be given in writing with full details within fourteen days of the incident.
  - xiv) damage caused whilst your property was unoccupied for four weeks or more.
  - xv) the cost of any replacement parts, flues, filters, decorative parts, accessories or consumables required under a Plan, unless expressly included in the Plan description.
  - xvi) noise issues only (as boilers become older, for various reasons they may become noisy. Where age is the sole reason for noise we do not consider this a fault and its investigation/ remedy would be chargeable Works.)
- g. The Plans we offer are service plans, which enable you to spread payment for the annual service of your boiler, and (in the case of the boiler and heating system care options) for the costs of the labour and parts which are expressly included within your Plan description and which may reasonably be expected to arise in each year. The Plans we offer do not provide any insurance cover.
- h. Repairs to your boiler are not included under any service-only Plan and are excluded under a boiler or system care Plan where the boiler is deemed, in our sole discretion, to be Beyond Economic Repair (BER). Your boiler will be BER if

the heat exchanger fails or if the value of the boiler or programmer is less than the cost of the parts to repair it. The table below illustrates the BER value of a boiler according to its age:

Age (in years)	Nominal Boiler Value	Value after depreciation per annum @18%
1	£1000	£820
2	£820	£672
3	£672	£551
4	£551	£452
5	£452	£371
6	£371	£304
7	£304	£249
8	£249	£204
9	£204	£167
10	£167	£137
11	£137	£112
12	£112	£92

i. If you need work or repairs carrying out that are not included in your Plan(s), we will provide a Quote for parts and labour. There is no obligation to ask us to proceed but if you do, all charges will have to be paid in accordance with the terms of the Quote, and separately and in addition to any charges you pay for your Plan.

### 3) Limitations

a. Investigation/remedy of any faults that arise with your boiler during the first 14 days of any relevant Plan, or pre-existing faults or conditions, will not be included within your Plan (and will be chargeable Works) unless we installed the product/s and have maintained them ever since.

b. In the case of a Plan including boiler or system care, when we carry out your first boiler service and inspection of your boiler and system, if it transpires that your boiler and/or system were not safe and in good working order at the time of your application then we will give you a quote for the additional work required to bring your boiler and/or system up to the required standard. You are under no obligation to have the work undertaken, but if you decide not to go ahead with the work we will cancel your Plan and you will be invoiced for the cost of our visit and for any work carried out (less any payments received in respect of the Plan).

c. Despite regular servicing, products sometimes fail, and this can damage other items in your property. We cannot repair or replace these items within the cost of your Plan(s) unless the products included in your Plan(s) failed because we did not service or maintain them properly.

d. Where parts require replacement we cannot guarantee the availability of the exact same part and, at our sole discretion, may supply and fit replacement items which may not be the same, but will have the same functionality.

e. We do not provide Plan(s) for boilers over 15 years old, or mobile or park homes which are owned or rented.

f. If there is any delay in payment of the Fees, we will be entitled to suspend any Plan(s) (without penalty) until such time as payment is made.

g. We may terminate your Plan(s) at any time, without liability, by giving you notice in writing, if you threaten or abuse, or allow any other person to threaten or abuse, any of our staff or sub-contractors in any way – either verbally or physically – or behave in any other unreasonable manner towards our team. We will not refund you any monies that you have paid in respect of your Plan up to that point.

#### 4) Call-Out Fees

a. Call-Out Fees are 'per incident'. Accordingly, if we need (or you ask us to carry out) Works which are unrelated to those we were called out to deal with, we reserve the right to charge a second Call-Out Fee. We may also have to schedule a repeat visit to deal with the unrelated Works if they are not urgent.

b. If we are unable to gain access to the relevant part of your property at the time we have previously agreed with you, of if we reasonably consider that it would be unsafe for us to do so, any Call-Out Fee for that visit will still be payable and we will be entitled to charge a second Call-Out Fee for any re-arranged visit.

#### 5) Termination

a. If you cancel your Plan no refunds will be payable by us, except where cancellations are made under paragraph 5c below. You are free to cancel at any time as there is no minimum contract period and no cancellation fee. To cancel, please either email us or write to us at the address set out in your Plan documents. A cancellation form can be found at the end of this document.

b. Please note, if you cancel your Plan within a 12 month period during which we have provided products and/or services under the Plan, we reserve the right to recover from you any cost of such products and services not covered by your payments under the Plan. If you cancel your Plan prior to your next service then we will not provide the service under the Plan and any work that you subsequently ask us to do, including any servicing, will be considered as extra Works for which we will prepare a Quote.

c. If you cancel any Plan within the first 14 days from its commencement then, provided you haven't called us out to do any work under it and we haven't undertaken a boiler or appliance service, we will refund in full all sums paid by you under that plan.

d. If, by reason of circumstances outside of our control we are unable to provide the expected benefits under your Plan in any given year, we will refund you any

sums paid but will be liable for no other costs, charges or loss.

e. We will give you at least 7 days' notice of our intentions to make changes to your Plan(s) including your Plan Fees. If you do not accept the changes then you may cancel your Plan.

Section 3 – Conditions applicable to Plans which include Filter Monitoring

a. Where your Plan includes filter monitoring, you will be asked to download the Adey HomeZone application in order to register your filter. Further, by applying for the Plan, you agree that the filter manufacturer may collect monitoring data from your filter, including whether the filter is full of debris and whether the filter has lost connection with the WiFi, (the 'Filter Data') and may share the Filter Data with us.

b. If you fail to register your monitoring filter in accordance with the instructions included within the filter then we will be unable to provide the services applicable to your monitoring filter as outlined in your Plan. It is your responsibility to properly register your monitoring filter and we will not be liable to you for any refunds of any Plan Fees paid in respect of your monitoring filter if we are unable to provide the services outlined in your Plan due to your failure to register your monitoring filter.

c. Where your Plan includes filter monitoring, we will use the Filter Data to assess whether your filter is transmitting data and whether it requires cleaning. In the event that the Filter Data suggests that the filter has lost connection to the WiFi, we will be unable to continue monitoring the Filter Data for the period of time during which the connection remains broken. In the event that the Filter Data suggest that the filter requires cleaning, we will contact you to arrange to visit your property and to clean the filter. One such visit in each 12 month period is included within the cost of your Plan and should be sufficient to maintain the cleanliness of your system. If additional visits are required we may recommend cleansing of your system; such cleansing and additional visits would be chargeable over and above the Plan Fees.

d. In processing and managing the Filter Data on your behalf, we act as a data controller (please see also Section 4, paragraph 4 below).

e. Please be aware that in monitoring the Filter Data on your behalf we are reliant on third party systems and services, and we take no liability for the accuracy, completeness or timeliness of the Data or notifications provided. The Data and notifications are provided for information only, potentially to assist in the diagnosis and resolution of any heating issues. Our monitoring services are not intended as an emergency or time critical notification system, and should not be viewed as such.

### Section 4 – General Conditions

#### 1) Obligations regarding Works

a. We will use all reasonable endeavours to carry out Works and to attend your premises in accordance with any time schedule or response times set out or agreed with you. However, unforeseeable circumstances (e.g. extreme weather conditions or the unavailability of spare parts) may cause delays for which we cannot be held responsible and so no warranties can be given regarding time frames.

b. We will use all reasonable care and skill in providing Works. Further, we will provide you with reasonable assistance in making valid claims under any warranty provided by the manufacturers of products we supply to you in the course of providing Works.

c. In providing a Quote, we may have had to make certain assumptions regarding the nature of any existing structures and their finishes; the route and state of repair of existing pipes, fixtures and wiring; the availability of materials and the absence of plaster finishes (in new builds or extensions) on walls and ceilings across which pipes are to be laid etc. To avoid making such assumptions, some detailed survey works and enquiries may otherwise have been required, which would have delayed and increased the cost of Works. In the circumstances, whilst the assumptions made will be based upon experience and good industry practice, it may become necessary to suggest changes to Works as their provision progresses to take account of any discrepancies between the assumptions initially made and the actual conditions found. These will be dealt with in accordance with paragraph d below.

d. Where we have unproductive days or carry out additional work because:

i) one or more of the assumptions made under paragraph c above proves to be false; or

ii) the provision of Works is delayed or changed at your request; or

iii) you do not comply with one or more of your obligations under these terms and conditions,

then we will discuss with you the impact of these changes upon the Quote, and any previously agreed timescales. If we are unable to reach agreement with you upon these changes within 7 days, however, then we will cease work and charge you the Fees for the work that we have actually carried out. Once we have received payment of those adjusted Fees, our obligations in respect of the Works will then be regarded as discharged.

e. Unless, where available, you have entered into an agreement to finance Works (see separate terms and conditions), the Fees are due and payable within 7 days from the date of each invoice, which shall be delivered in accordance with the Quote, or (where appropriate) within 21 days of a failure to reach agreement in relation to any additional works.

f. Where you are supplying products, fittings or other materials for our use in carrying out Works, then:

i) they must comply with all relevant British Standards;

- ii) they must be suitable for the environment (e.g. where water vapour will be present) and appropriate to the physical constraints relevant to the installation (e.g. size and weight in relation to the load-bearing structures); and
- iii) you must make sure that they are available and ready to use when required.

2) Carrying Out Works

- a. A contract for us to carry out the Works only comes into force when you have paid any deposit referred to in the Quote.
- b. You must ensure that, from the date we have agreed to begin the Works until they have been completed, we have unimpeded, safe access to the site where we are to carry out the Works at all appropriate times.
- c. If we need to access pipes or wires behind built-in units or appliances, we might ask you to arrange for these to be removed before we start work and replaced when we finish. This removal and replacement will be at your own cost and risk.
- d. If we need to access pipes or wires buried inside a wall, we will make all reasonable efforts to limit mess, and we will make the surface good afterwards to a flat plaster finish.
- e. If we need to access pipes or wires which are under a floor, we will re-lay any disturbed floorboards but we will not arrange or pay for the re-laying of your carpets or other floor-coverings, or for replacing them if we cannot lift them without damaging them.

3) Stopping (Temporarily or Permanently) the Works

- a. We will be entitled to cease Works immediately if we discover asbestos, infestation or any other health or safety risk at your property and will not be obliged to re-commence the Works until we are reasonably satisfied that it is safe for us to do so.
- b. Where Works require us to disconnect the power supply to some or part of your property for a period of time, we will try to give you notice of the disconnection. It will then be your responsibility to ensure that all computer and other sensitive equipment is properly shut down prior to the disconnection, to avoid any damage or loss of data. We will not be responsible for any losses incurred as a result of a planned disconnection where we have made reasonable endeavours to give you notice.
- c. When we carry out any Works, we may recommend that additional work is carried out to improve the performance of your systems, reduce the risk of future malfunctions or ensure continued compliance with current safety regulations. These additional works are not compulsory. However, the safety regulations applying to the use of gas appliances do change quite regularly and we are obliged to implement them. Accordingly, if you choose not to follow our recommendations and we reasonably believe that any of your products are unsafe, we may be required to disconnect them (with your approval), or notify the National Grid, for your own safety.
- d. If there is any delay in payment of the Fees, we will be entitled to withhold providing any remaining Works (without penalty) until such time as payment is made.
- e. We may terminate all Works at any time, without liability, by giving you notice in writing, if you threaten or abuse, or allow any other person to threaten or abuse, any of our staff or sub-contractors in any way – either verbally or physically – or behave in any other unreasonable manner towards our team.
- f. If you are a consumer (i.e. not a landlord), you have the right to cancel Works under a Quote within 14 days of accepting the Quote without giving any reason. To exercise the right to cancel please either email us or write to us at the address set out in your Plan or Quote documents. A cancellation form can be found at the end of this document.
- g. If you require us to commence any Works within 14 days of accepting a Quote then we will require you to complete and sign a waiver that confirms your acknowledgement and acceptance that you are waiving your right to cancel within 14 days.
- h. If you wish to complain or you are unhappy with the service provided, please contact our customer services team.

4) Data Protection

- a. We will collect the following information about you and your product/s:
  - i) your name, contact details, and the address of your property.
  - ii) payment information provided by you in connection with payment of Fees.
  - iii) details of your Plans and Quotes, details of payments to and from you, and details of visits made and Works planned or completed.
  - iv) any problems you report.
  - v) where you are on a Plan which includes monitoring, Filter Data relating to your Wi-Fi enabled filter.
- b. We use this information to:
  - i) provide you with the product/s and/or services as detailed in your Plan(s) and in any Quote(s), and to take payment of Fees.
  - ii) administer and improve our business.
  - iii) let you know about any ways in which we can improve the service you receive from us.
  - iv) tell you about any offers, products or services which may be of interest to you. We may contact you by post, telephone, email and/or other electronic messaging services. To change your marketing preference let us know by emailing or writing to us.
- c. By applying for a Plan you agree that we may use your data in the manner described above.
- d. All use of your data will be in accordance with the most recent data protection

legislation and we will not use your data in any other manner or for any other purpose than as described above.

e. To administer the Plan we are contracted with a company called TradeHelp Limited (company registrations number 03712438). We will share certain of your personal data we collect with TradeHelp to enable us to administer the Plans. This sharing is completed subject to suitable terms and conditions that ensure your personal data is protected. We will never share your personal data with any other third-party without your express consent.

f. You have the right to ask us for a copy of the personal information we hold about you; to update or correct your personal information to keep it accurate; to object to us processing your personal information – in which case we will either agree to stop processing or explain why we're unable to; and, where we rely on your consent, withdraw that consent at any time.

5) Risk and Limitations on Liability

- a. You bear the risk in any materials delivered to you in relation to the provision of the Works and so you are advised to take appropriate precautions to prevent any loss or damage of them. However, we will retain ownership of those materials until all payments due to us in respect of them have been paid in full.
- b. We will not be liable for any consequential or indirect losses you suffer. This includes necessary damage caused to decorations during Works, as well as any loss or damage you suffer (for example due to water leaks) resulting from any fault in your system or products that we have not caused.
- c. Further, (to the extent permitted by English law, and not beyond,) our total liability to you for negligence or breach of contract is limited to a sum equivalent to the Fees.
- d. We do not provide insurance and the Plans are not contracts of insurance; they are service plans whereby you make pre-payments in return for our periodic maintenance of products.
- e. For the avoidance of doubt, this paragraph 5 is not intended to exclude or limit our liability for death or personal injury caused by our negligence and nothing in these Terms affects your statutory rights as a consumer.

6) General

- a. These Terms and Conditions, together (as applicable) with the Plan(s) or the Quote, represent the entire agreement between you and us and replace any prior written or verbal agreements. Any amendments to the agreement must be agreed in writing by both you and us.
- b. The Plan is a contract between us that is personal to you. You cannot transfer your rights under the Plan to anyone else without our consent. We can transfer our obligations under the plan to any third-party.
- c. No waiver of any of our rights will be binding unless that waiver is given in writing. Neither will any waiver granted by us prevent the exercise of any other right(s) we may have against you for subsequent breach of the same or a different provision.
- d. If any provision of these Terms and Conditions is legally incapable of being enforced, it will automatically be replaced by an alternative provision that achieves, so far as is practical, the objectives of the original provision.
- e. These Terms and Conditions will be interpreted in accordance with English Law and disputes arising out of them will be non-exclusively subject to the jurisdiction of the English Courts, unless we are domiciled in a different country, in which case the laws of that country will prevail. These Terms and Conditions are a legal document that will bind us both. We've tried to make them both clear and fair, but if there is anything you don't understand or are unsure about, please discuss it with us before applying for a Plan or requesting a Quote.

**Standard Cancellation Form Pro Forma**

I/We hereby give notice that I/we cancel my/our Plan/Quote for the following goods and/or for the supply of the following service. Description of order:

\_\_\_\_\_

Ordered on/received on: \_\_\_\_\_

Name of customer/s: \_\_\_\_\_

Address of customer/s: \_\_\_\_\_

Signature of customer/s (only required if notified on paper):

\_\_\_\_\_

Date: \_\_\_\_\_