

## Terms & Conditions of the Horsforth Heating Solutions Care plans

### PERIOD OF AGREEMENT

Payments will be taken on the 1st day of each month by direct debit, or the next working day. The minimum subscription period is 12 months from the date of the first payment. Thereafter, your agreement is on-going until you tell us you would like to cancel or if we cancel the agreement. You may cancel the agreement at any time after the initial 12-month period subject to pro-rata repayments for any works already carried out (see Cancellation Policy).

If you have more than one boiler, you will be required to pay a separate Service Boiler Care Membership for each boiler. The system must be up to 10 radiators or less.

We will notify you in writing of any changes to pricing or terms and conditions.

### START DATE

Your cover will begin on the date which we process your first payment (1st day of the month). Please note that for any applications received after the 16th day of the month, cover will not begin until the 1st day of the following month.

### INITIAL SAFETY INSPECTION

If you wish to join one of the cover plans, a Horsforth Heating Solutions Service Engineer will attend your property to carry out an inspection on the boiler & system. Should any part of your system be deemed unsafe or not to the required standards for our care plan.

### YEARLY INSPECTION

A Horsforth Heating Solutions Engineer will carry out a full boiler service and health check once a year. We will inform you either in writing, via email, text message or over the phone when this is due.

The request for a plumber, engineer must be totally genuine and relate to the cover only. If we receive a call out to your property and the problem is not related to the cover provided for you then a call out charge of £70.00 + VAT will be raised and sent to you.

The cover does not include the excluded works, and Horsforth Heating Solutions shall be entitled to a charge for the excluded works.

Horsforth Heating Solutions shall have no liability for any damage to the customer's property unless occasioned by Horsforth Heating Solutions negligence.

Additional services (including excluded works) and the cost of replacement parts not covered by the specific cover will be the subject of extra charges in accordance with Horsforth Heating Solutions and payable within 7 days of the date if the Horsforth Heating

Solutions invoice.

We will inform you in writing via e-mail, SMS, post or Telephone when your service is due.

#### CANCELLATION POLICY

We may cancel your agreement and/or demand repayments if:

- You have given false information.
- It is not possible to find parts to keep your system working safely.
- You do not make an agreed payment.
- You put our employees' health and/or safety at risk in any way.
- Your home is unfit to carry out works in.
- We make recommendations to carry out works and you refuse to do so.
- Circumstances arise which make it inappropriate for the contract to continue.

We retain the right to cancel your agreement at any time should we deem it appropriate. We may provide a refund pro-rata to the length of time left of your 12-month agreement term for any customers who have been with us for longer than the initial 12-month period.

If you decide to cancel the agreement with us before the end of any 12-month period, we will charge you for any works that have been carried out in that period (including any repairs or boiler servicing charges), less the monthly payments you have made up to that point.

We require notification in writing from any cover plan member wishing to cancel with one months notice.

#### SPARE PARTS & REPAIRS

If we do not carry the spare parts your repair requires on the day, we will endeavour to find parts from our suppliers. We may not always be able to replace parts like-for-like and therefore may use an approved alternative or standard range of product. For example, parts may not always be the same design or colour as the original, but if you wish to provide your own parts we will fit under the terms of the contract. Should we find any boiler parts to be obsolete we will not be able to carry out the associated works and we will instead provide a quotation for a replacement boiler.

If there are 3 or more repairs required on a boiler within any 1 year period, it

will be deemed beyond economic repair. If a boiler will cost in excess of £400

to repair it will be deemed beyond economic repair. In such circumstances, Horsforth Heating Solutions will provide a quotation to replace the boiler with a £400 discount applied.

#### LABOUR

Any plumbing & heating work will always be carried out by one of our fully qualified engineers.

## NOTABLE EXCLUSIONS

Inherent defects or inadequacy to the original design of the system/appliance(s) and consequential damage or loss arising from defects. Any heating improvements made by yourself or third party.

Any defects or damage caused through malicious or wilful action, negligence, or third part interference or accidental damage or any nature.

Any defect or damage caused by fire, lighting, explosion, flood, storm, tempest, frost impact or other extraneous cause of catastrophic event. This includes pipes that require defrosting in extreme cold.

Any Smart controls, eg Nest, Hive etc or Smart TRV heads

Plinth heaters, Internal or external Stopcocks, Shower Pumps, Showers, Wiring, Fuse Boards & Gas leaks, drains or waste pipework.

Pipework, wiring or flues buried in the fabric of the building including underfloor heating and its components.

Any defect or damage occurring from a failure of the public electricity, gas or water supplies

Any boiler over 10 years old

Any increased cost of utilities, loss of water services, loss of earnings, or any retrospective cost for items not relating to the repair of the heating components.

Any works pertaining to spas or swimming pools, including heating systems supplying a swimming pool and hot and cold pipe work and fittings.

Topping up the pressure on your boiler. Adjustments to time and temperature controls, including resetting them or replacing batteries.

Replacement or repair of unvented hot water cylinders, cylinders, tanks, thermal stores, air or ground source heat pumps, solar pv and thermal systems or fan convectors and immersion heaters.

Repair or replacing the flue including the flue terminal if it's over one metre in length.

Condensing boiler heat exchangers.

Damage caused by aggressive water, system contamination, limescale, sludge or other debris in the system.

Power-flushing, removal of sludge, limescale and other debris in the system, replacement of decorative parts, towel rails, low surface temperature, electric and designer/decorative radiators, including any associated valves. Decorative radiators including vertical, column, cast iron and curved radiators or any similar non-standard designs.

## USING PERSONAL INFORMATION

We will always endeavour to handle your data in compliance with the General Data

Protection Regulations (GDPR) and will store any data in a secure server.

Information you provide may be used by us to identify you when you contact us but only when information is volunteered to us, to assist us with accounts, services and products we have provided before, now & in the future. We will retain your information as long as you are our customer, and will send you reminders when you have services due and information about your engineer when en route. If at any time in the future you wish for your information to be removed from our systems, please ask to speak with our Data Protection Officer.

We may monitor and record communications with you (including telephone conversations and emails) for quality assurance, legal, regulatory and training purposes.

#### OUR RESPONSIBILITIES

We will meet our responsibilities under this agreement within a reasonable time unless unable to do so because of circumstances beyond our control. All standard services are offered between normal working hours, namely weekdays 08:00-17:00 UK time. In particular, we will not be responsible for delays caused by our suppliers and/or their agent.