

HeatCare Contract Terms & Conditions

Summary Of The Agreement

The Agreement Provides

- Parts and labour costs for the level of cover provided.
- An annual maintenance service and safety inspection of your central heating boiler.
- Unlimited number of call outs to carry out work within the terms of the agreement.
- Advice about your system from our engineers.

Boiler & Controls Care (HeatCare):

This service is the same as central heating care except it includes parts and labour for the boiler and controls only. Controls include but are not limited to:

- Time control, water circulating pump, motorized valves, room thermostat, cylinder thermostat.

Full Heating Care (HeatCare Plus):

This service covers the maintenance and repair of a single unit (using water) gas central heating system in your home and includes the following:

- An annual service of the central heating boiler and a safety maintenance check of the rest of the heating system, including radiators, valves and other sections of the heating system which are easily accessible.
- Parts and labour if the system breaks down.
- A replacement boiler if it is agreed to be less than 5 years old and it is not possible to repair because (for example) spare parts are no longer available.
- Any required power flushing work after your first power flush (initial power flush will be charged for if it is deemed necessary at any point during your contract).

The central heating system is deemed to consist of the boiler, radiators, circulating pump, expansion vessel, hot water cylinder, motorized valves and all reasonable accessible system pipe work (includes pipe work under floors where access is readily available). Any additional parts of the heating system not listed here but considered as included in the contract will be itemised on your contract certificate.

Full Heating & Plumbing Care (HeatCare Max):

This cover has all the benefits of HeatCare Plus and in addition, also protects your plumbing within your property, including hot and cold water pipes from the stopcock inside your property leading to your taps, overflow pipes, cold water storage tank, waste pipes, internal and external above ground soil pipe, standard ball valves and siphons, hot water cylinder (vented types only), underground drains

What is not covered in your contract?

- Costs covered by any manufacturers, suppliers, other installers or repairs guarantee or warranty.
- Removal of sludge or hard water scale from the boiler or Central heating system (See section titled power flushing)
- Claims arising from your equipment being used in a non-domestic environment (for non-domestic cover, please refer to the commercial heating plan.
- Replacing your boiler if it is more than 5 years old.

- Any equipment being recalled by the manufacturer.
- Labour charges outside of the repairer's normal working hours.
- Repairing or replacing parts on your central heating system and controls that are specifically designed for use with under floor heating.
- Releasing air from radiators.
- Filling the heating system with water when pressure is low.
- Repairing or replacing any appliance flues other than room sealed flues up to 1m in length.
- The cost of repairs required due to design faults in the system (unless we are responsible), or faults that existed before you entered into the contract, but could not be identified on initial inspection, using reasonable care and attention.
- Claims arising from accidental damage caused by you or someone else.
- Loss or damage to the property caused by your boiler or system breaking down, for example damage caused by water leaks to carpet or furniture. Any required redecoration following our work is your responsibility, unless we have been negligent.
- Damage caused by theft, attempted theft, malicious damage or damage caused by fire or explosion.
- Damage resulting from freezing weather conditions, floods, lightning storms, subsidence, structural repairs or other normal insured risks.
- Damage caused by changes to or problems with the gas, electricity or water services.
- Improvements including works required to bring your system up to the current standards for example thermostatic radiator valves, replacement of working radiators for improved designer models or flues which don't meet current standards.
- Clearing full or partial blockages such as rubble, sludge and scale deposits, if we have informed you permanent repairs or improvements are needed to ensure proper operation of your system. We will only tell you this, if in our expert opinion it is necessary.
- Repairing damage caused by our workers or any redecorating, unless we or our agents have been negligent.
- Repairing or replacing iron, steel or lead pipes.
- Removal of asbestos associated with repairing the system, (when you have any asbestos removed, the person who removes it must supply you with a clean air certificate by law.) This will need to be provided to us before we will do any further work in the property.
- Turning on or resetting controls, for example, programmers following winter time, summer time changes.
- Replacing or repairing decorative or other parts which do not affect how the system works. Replacement of towel rails or designer radiators or valves where they are faulty. These items will be replaced with standard style radiators or can be replaced with a new towel rail/designer radiator at the supply cost of the radiator.
- Boilers exceeding 60KW please refer to our commercial heating care.
- Improvements required as a result of legislation changes.
- Replacement of bathroom fixtures, sanitaryware, showers and taps.
- Bath and shower sealing and grouting.
- Unvented hot water cylinders and their associated controls.
- Replacement of water softeners, water filters, shower pumps, combined pop-up waste and overflow units, waste disposal units, macerators (e.g. Saniflo), swimming pools and related equipment, outdoor plumbing including decorative garden features, rainwater pipes, guttering, mains cold water stopcock.

About Your Contract

HeatCare contracts are only available for the central heating boilers and systems in domestic use inside your home.

Coverage Areas

You are eligible for a Heat Care contract if you live within a 15 mile radius of our office in LS18. You may also apply for a Heat Care contract if you live above 15 miles and less than 25 miles travel from our office in LS18, however, each call out for repair will incur a £20 travel charge.

Contract Period

Your agreement begins when we process your application. The duration of your contract is shown on your original certificate of cover which you will receive within 14 days of commencement. Cover will normally be for a minimum

period of 1 year unless otherwise stated and is automatically renewed each year unless you write to us at least 7 days before the date of renewal to cancel your cover. Any callouts during the first 14 days of the first year of cover are not included. If there are any changes to the terms and conditions or price of your contract, we will inform you in writing at least 21 days before any alterations take place. The agreement price will not be varied unless the relevant rate of VAT is altered during your contract period.

Initial Care Inspection

In some circumstances it may be necessary to carry out an initial care inspection of your heating system. If necessary, we will inspect your system or appliance (or both) to make sure they are safe and in good working order. Your engineer will fill out an Initial Inspection Report to show what has been checked and any existing problems. If your initial inspection reveals any existing problems, we may:

- Tell you what the problem is, along with what work needs to be done to correct it
- Offer you a contract with the parts causing the problem not included
- Cancel the contract and refund your money.

Payment Methods

There are several methods of payment available:

- Standing order – monthly/annually
- Cheque – annually in advance.
- Debit/Credit Card – online via our website using the Paypal payment service.

Cancellation

You may cancel your contract within 14 working days of receiving writing confirmation of your first year's contract (as long as no work has been carried out) and you will receive a full refund. To cancel your contract at any future point you will need to write to us at least 7 days before automatic renewal is due. We may cancel your contract if:

- You supply us with false information
- You do not make the agreed payment
- We find something wrong in the initial inspection (at this point you can ask us to make the necessary repairs at cost or request someone else to carry out the work, after which we will re inspect the system and the contract can commence if everything has been rectified).
- Circumstances arise in which make it inappropriate for the contract to continue.

You may cancel your contract at any time by writing to us at: HeatCare Membership Service, Horsforth Heating & Bathrooms, 216 Low Lane, Horsforth, Leeds, West Yorkshire, LS18 5QL; or email: heatcare@horsforthheating.co.uk. Cancelling your payment method without notifying us of cancelling your contract will not cancel your agreement with us. If you cancel after your 1st year of cover, but within a subsequent cover period, we may issue you with a partial refund based on the length of time remaining on your current certificate of cover for that year (as long as no work has been carried out). Cancellation of your contract will be subject to a cancellation fee of £49, except when cancelling at the time of automatic renewal and notifying us of this cancellation in the time period specified. The cancellation fee is applied when you cancel the contract or if we cancel the contract for any of the reasons specified above. No refund will be issued during the initial 12 months or where work has been carried out during a contract period.

Spare Parts

If the spare parts are not carried on the engineer's vehicle, we have a very large stock of spares to call upon in storage which means we can get hold of many spare parts by the next working day. If the required spares are not in stock we will do all we reasonably can to source parts from suppliers. As well as original manufacturer's spares, we may also use approved alternative parts reconditioned by the original manufacturer or one of their approved agents.

Third Party Rights

Nobody other than you is able to benefit from this contract, which cannot be passed to someone else without our agreement.

Moving Home

If you move home the Central Heating system and boiler is not automatically covered by this agreement. The boiler and or system will need to be inspected before it will be covered under the terms and conditions of this contract and is bound by all its terms for coverage.

Power Flushing

Power Flushing removes sludge, scale and other corrosion deposits and waste materials from central heating systems. Power Flushing along with other recommended design alterations to prevent the problem reoccurring, can improve the life of your system and improve efficiency. When a repair is required due to sludge (e.g. damage to the pump, valves or radiators) we will inform you and advise you that a power flush is required before we can carry out any future repairs to your system. Our engineer will also inform you of any other work which may be required in order to prevent reoccurrence of the problem. If we recommend that a Power Flush is carried out, we will charge you to carry out this work.

Guarantees

Any guarantee does not affect your legal rights under the Sale Of Goods Act 1979 and Supply Of Goods And Services Act 1982. You can get advice about your rights from a Citizen's Advice Bureau or Trading Standards Dept. We will meet our responsibilities within this contract within a reasonable time unless it is impossible for us to do so because of circumstances outside our reasonable control.

Use of Personal Information

Information you provide or we hold about you (whether or not under our contract or contracts with you) may be used by us or our agents to:

- Identify you when you contact us
- Help identify accounts and services which may benefit you from time to time
- Carry out marketing analysis and customer profiling
- Help to prevent and detect fraud or loss
- Contact you in any way, including mail, phone, email or text, about products and services offered by us and selected partners. We will only contact you in this way if you have previously shown your consent.

We may pass your address, property and postcode details, along with details of your gas appliances, flue, hot water cylinder, system controls and electrical installations (including details of any repairs or removals) to competent person scheme operators and other appropriate organisations, including Gas Safe Register. These operators and organisations may pass your details onto local authorities to comply with building regulations.

Contact Details

If you have a breakdown or any other query, please call, 0113 239 0990. You can write to us at:

Horforth Heating & Bathrooms

216 Low Lane

Horsforth

Leeds

West Yorkshire

LS18 5QL

Email us at: heatcare@horsforthheating.co.uk