

## Service Plan Agreements

Introduction to your Terms and Conditions. We have designed these products to provide a safe, high-quality service to “repair” or “maintain and repair” the elements included in your Agreement. It is important you read these terms and conditions together with your Statement confirming the cover you hold, as these form the basis of your agreement with us. If anything is not correct on your Statement, or if you have any questions, please call us on 0191 4065300. Customers can choose to hold our products as part of a package or individually as separate Agreements. See your Statement for confirmation of the cover you hold.

2. Changes to your Terms and Conditions. Please read the material changes to our terms and conditions below. All Heating Plan Agreements have been changed from rolling monthly contracts to renewable annual contracts to align with our Cover Agreements. We have inserted a definition of “Period of Agreement” making it clear that both Cover Agreements and Care Agreements are annual contracts. The cancellation charge section has been changed to give clarity to the charges you may be required to pay for cancelling your Agreement where you have had a repair. We have also simplified the instances in which we may cancel your Agreement. We have clarified that for Plumbing and Drains we do not repair temporarily frozen pipes which have not resulted in confirmed damage or damage caused by rodents. We have added a £50 Plus VAT charge in respect of an annual service we have provided. Appliance Safety Inspection we have carried out to the section on the charges we will impose should you cancel your agreement part way through the agreement period. The cancellation charge section has been changed to give clarity on how often you are able to purchase a different agreement with us and still be eligible for any benefits that may come with a new agreement.

3. We can look after Boiler, Boiler and Controls and Central Heating, Boiler and Controls Central Heating and Plumbing.

4. Definitions used in your Terms and Conditions. Wherever the following words and phrases appear, they will have the following meaning: Agreement: means each agreement you have with us, whether a Care Agreement or Cover Agreement. Annual Service: for Agreements that include an Annual Service, means a visit we undertake in each Period of Agreement to check the elements included in your Agreement are safe and in good working order. Further details are contained in the section headed ‘General Conditions’. Care Agreement: means our non- insurance agreements in the section headed ‘Care Agreements’. Cover Agreement: means our insurance agreements in the section headed ‘Cover Agreements’. Domestic Purposes: means at least half the rooms at the Home must be used for normal living purposes and not more than half the rooms are used in any connection with a business, trade or profession. Excess: means an amount you have chosen to pay (as shown on your Statement) as the first part of each claim under your Cover Agreement. Further details are contained in the section headed ‘General Conditions’. First Service: for Agreements that require a First Service, means a visit we undertake towards the beginning of your first Period of Agreement to confirm we can accept the elements included under your Agreement. Further details are contained in the section headed ‘General Conditions’. Fixed Fee: means an amount you have chosen to pay (as shown on your Statement) each time we complete a repair under your cover Agreement. Further details are contained in the section headed ‘General Conditions’. Home: means your place of residence or a home owned by you that is a private domestic dwelling including any covered garage connected to your home. Maintenance Inspection: for Agreements that include a Maintenance Inspection means a visit we undertake to check the elements included in your Agreement are safe and in good working order. Further details are contained in the section headed ‘General Conditions’. Period of Agreement: means the length of your Agreement shown on your Statement. Your Agreement begins

on the date your application is accepted and normally runs for 12 months. If you add additional products to an existing Agreement, the Period of Agreement for any new products may be less than 12 months so that we can align your products so that they all renew at the same time each year. Our/us/we: means Highly Efficient Heating Ltd. Power flush: means a product available for purchase that is designed to remove sludge and other waste from central heating systems. Further details are contained in the section headed 'Other Products and Services'. Statement: means a written statement you receive from us that confirm the products you hold, the price for the products and any Excess/Fixed Fee you have agreed to pay for each repair. System: includes your expansion tank, pipe work, cylinder and radiators. You or your: means the person named on your Statement, together with the members of your household who normally reside with you.

## 5. 'General Conditions' that apply to All Agreements

### 1. Periods of Agreement

The duration of your Agreement is shown on your Confirmation letter, and will commence on the date your application was accepted. Note that for Boiler and Controls Breakdown Cover and/or Central Heating Breakdown Cover, breakdowns in the first 14 days of your first year are not included.

### 2. Price and Price Changes

Your Agreement price is set out in your Confirmation letter, 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 instalments.

### 3. Payments

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 (all paid annually) we may charge you a small administration fee for processing your payment. All of our charges are inclusive of relevant taxes at the prevailing rate.

### 4. Renewals

Prior to the end of your Period of Agreement, we will write to you to tell you about any changes to what is included in your Agreement or any changes to your prices for the next year. Unless you tell us when we write to you that you do not wish to renew, we will automatically renew your Agreement for another year.

### 5. Excess/Fixed Fee options

You can choose to pay an Excess (for Cover Agreements) or a Fixed Fee (for Care Agreements). The amount of the Excess or Fixed Fee you agree to pay (as shown on your Statement) is payable for every completed repair including related faults (a further Excess/Fixed Fee will apply for repair of unrelated faults). We will ask for pre-authorisation of any Excess or Fixed Fee by credit or debit card at the same time that we book your appointment. Payment will not be taken until we have completed your repair. We guarantee all of our repair work for a period of 12 months (see section 15). If you request further visits to remedy breakdowns, even within 12 months of a previous visit, we may still require pre-authorisation for the payment of any Excess or Fixed Fee. Our engineer will determine whether the fault is related to a previous breakdown visit in the last 12 months and therefore whether any Excess/Fixed Fee is payable.

### 6. Domestic use

Agreements are only available for appliances and systems used inside your Home for Domestic Purposes. If you own a domestic property which you let out, you can hold our Agreements for your tenanted property.

## 7. Service coverage

There are a few remote areas of Great Britain where we do not currently provide Agreements. If this affects you, we will tell you when you apply.

## 8. Our responsibilities

We will meet our responsibilities under your Agreement(s) within a reasonable time unless it is impossible because of circumstances outside our control. If we are unable to meet our responsibilities, we will notify you as soon as possible confirming the reasons why we are unable to meet our responsibilities and provide you with an alternative time when we expect we can satisfy our obligations to you.

## 9. Boilers

If your Agreement includes repairs to boilers: Highly Efficient Heating Ltd installed your boiler, if we agree that your boiler is less than ten years old, 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 decided that it would cost more to repair the boiler than to replace it. Outside of these specific circumstances or any other specific circumstances specified in your Agreement, you are not entitled to a replacement boiler. If it is deemed that the boiler is (BER) beyond economical repair, we will pay you £250 towards the cost of a replacement boiler. This can be claimed on a reimbursement basis within 90 days of our attendance at your home.

## 10. Maintenance Inspection

If you are a boiler and controls/central heating and plumbing customer entitled to a Maintenance Inspection on your plumbing it will be conducted at the same time as any Annual Service of your central heating system (in which case there will be no additional separate Maintenance Inspection once in every two years). For customers entitled to a Maintenance Inspection (but not an Annual Service) your Maintenance Inspection will be dependent on you contacting us to arrange it and the scheduling will be dependent on our workload.

## 11. Gaining access to your property and arranging appointments

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 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 been unable 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.

## 12. Safety advice

We may advise you that permanent repairs or improvements are needed to help ensure your appliance or system works safely (for example, to comply with gas safety regulations, such as upgrading your ventilation to meet current standards). If you do not follow our advice, it may mean that we are unable to fulfil all of our obligations to you under your Agreement. In this case, your Agreement will continue to run unless you tell us you would like to cancel or if we cancel (see 'Your Cancellation Rights' and 'Our Cancellation Rights').

## 13. Spare parts

If our engineer does not carry the spare parts needed on the day of your appointment, we use a number of suppliers that can supply us with replacement parts the following working day if ordered before 1400 hrs which means we can normally get hold of most items the following working day.

Otherwise, we will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts or parts that have been reconditioned by the original manufacturer.

#### 14. Labour

One of our engineers will usually carry out the work. In some cases, we may authorise a suitably qualified contractor to carry out the work. All of our contractors carry identity cards.

#### 15. Guarantees

We guarantee to make good any faulty parts and/or defective workmanship for a period of 12 months 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.

#### 16. Moving home

You will need to notify us as soon as possible about any change of address as you may not be covered in the event of a claim at your new property. 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 (see 18).

#### 17. 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 where your home is located in England or Wales and by the laws of Scotland where your home is located in Scotland.

#### 18. First Service

If your Agreement includes a First Service, we will arrange to inspect your boiler and controls/gas central heating system/gas appliance (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 42 days of your first Agreement, although it may be later if there is a lot of demand for our services especially in colder weather. Our engineer will fill in a service/breakdown checklist to show you what has been inspected. If your First Service reveals a problem (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 will not carry out a First Service if we have already carried out a First Service or Annual Service at the same property in the previous 12 months, irrespective of any change of ownership.

#### 19. Annual Service

If your Agreement includes an Annual Service, we will arrange to visit your Home in the second and subsequent years of your Agreement to inspect your boiler and controls/gas central heating system/gas appliance (depending on what is included in your Agreement) to help ensure that they are safe and in good working order. 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 four 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. We will not normally carry out an Annual Service if we have already carried out a First Service or Annual Service at the same property in the previous 12 months, irrespective of any change of ownership.

20. Your Cancellation Rights. You may cancel any Agreement you have with us at any time provided you notify us by calling 0191 4065300 or by writing to us at Highly Efficient Heating Ltd Unit 12 East Street Whitburn Tyne and Wear SR6 7BX.

Cancelling your Direct Debit without notifying us will not cancel your Agreement with us. If you cancel within the first 14 days (starting from the day after you receive written confirmation of your Agreement with us); we will give you a full refund of any money you have paid, unless we have carried out a repair in which case cancellation charges may apply (see section 2). If you cancel after the first 14 days (starting from the day after you receive written confirmation of your Agreement with us), we will give you a full refund of any money you have paid for the time left to run in your current Period of Agreement after the point of cancellation unless we have carried out a repair in which case cancellation charges may apply (see section 2).

#### 21. Cancellation Charges

If you cancel any Agreement you have with us part way through your Period of that Agreement and you have work completed in respect to that Agreement, we may charge you a contribution towards the costs we have incurred but not yet recovered. Your cancellation charge will be the total of the amounts specified

- Less any Excess and/or Fixed Fee payments you have made for each repair
- Less all the scheduled payments you have made in your Period of Agreement; and
- The total of any cancellation charges will not exceed your annual price as specified on your Statement.

#### 22. Our Cancellation rights

We may cancel your Agreement in the following circumstances:

1. If you have given us false information.
2. If you do not make an agreed payment.
3. We find something wrong at a First Service.
4. Where there are health and safety issues.
5. Your appliance or system is not on our approved list.
6. You do not provide us with access to your property where required.
7. We are not reasonably able to find parts for your appliance or system; and
8. 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 after the point of cancellation.

#### 23. General Exclusions. (unless added to plans individually via Bolt on)

- Removing sludge or hard-water scale from the boiler or system (see the Power Flush section under 'General Conditions and Exclusions').
- 2. Replacing your boiler, except under circumstances specifically stated in your agreement.
- Repairing or replacing appliance flues that aren't part of your boiler.
- Repairing or replacing parts of your central heating system and controls that are specifically

designed for piped or electric under floor heating.

- Smart Controls.
- Decorative radiators.
- Cookers, Fires, Wall Heaters.
- Any costs we would incur to get to your system/appliance in order to make a repair, for example, pipes buried in walls or 'built-in'.
- appliances. We do not include the cost of getting to your appliance where your system is inaccessible due to a design fault.
- Accidental damage/ third-party damage/damage from intentional risk taking. Except where accidental damage caused by you is specifically stated as being included under an agreement, the cost of repairs relating to damage caused by you is excluded from all agreements. Where work is undertaken on your system by a third party, whether or not following our advice, which results in damage to that or another part of your system, the repair of any such damage will be excluded from your agreement.

Items in the General Exclusions section

- Plumbing Exclusions. (Unless added into the plan individually with the Plumbing and Drainage bolt on)

The following are not included in your Agreement:

1. Repairing or replacing taps.
2. Repairing or replacing washers in taps.
3. Repairing or replacing the mains cold water stopcock, water softeners, shower pumps and mixer valves, combined overflow and pop up waste mechanism, mechanical pumps, water filters, radiators, swimming pools, decorative garden features, rainwater pipes and guttering, waste disposal units, macerators such as Saniflo, and electrical units for toilets.
4. Repairing or replacing any steel or lead pipes.
5. Frozen pipes.

Plumbing and Drainage

Plumbing:

What's Covered:

1. An emergency relating to the internal hot and cold-water pipes between the main internal stopcock and the internal taps;
2. Repair of the cold-water storage tank;
3. Flushing mechanism of a toilet;
4. A leak from hot water pipes from the boiler or cylinder and the internal taps.
5. Your toilet;
6. Pipes leading to and from the shower or bath;
7. Internal section of the overflow pipe;

What's Excluded:

1. Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain;
2. Replacing external overflows, cylinders, hot and cold-water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins.
3. Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and

4. Washing machines; Septic tanks, swimming pools and hot tubs; Repair to, or replacement of, all pipework outside the home;
5. Dealing with temporarily frozen pipes;
6. Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home.

Drainage:

What's Covered:

1. An emergency relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.

The below is a list of emergencies that you would be covered for:

1. Blocked sinks, blocked or leaking waste pipes, along with rainwater drains;
2. Blocked bath, toilets or external drainage. You will still be covered if you do have another working toilet or bathing facility;
3. Blocked or leaking soil vent pipes, provided you are solely responsible for this.

What's Excluded:

1. Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the home);
2. Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes;
3. Regularly cleaning your drains and any descaling of your drains;
4. Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain; Repairing or unblocking drains which are used for commercial purposes;
5. Making access to drain systems points of entry (such as manhole covers) if these have been built over;
6. Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil;
7. Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home.