

# Terms & Conditions

We aim to provide a safe and quality service to repair and maintain your central heating system/appliances. Should you have any issues regarding your agreement please contact us.

#### What your agreement includes

One annual service in every year of the agreement. Parts and labour for any repairs, no limit to call outs, priority service 365 days a year, advice from engineers wherever appropriate.

#### Servicing

An annual service of your central heating boiler including any service items required. Servicing arranged at mutually convenient agreed times. All servicing will be carried out by Ecowarmth service engineers.

#### First Service – Inspection

We will inspect your central heating/gas appliances to make sure that they are safe and in good working order. Check that parts are available for any repairs that may be needed during the period. The service is normally carried out at the same time annually. If during the inspection the central heating/appliance are not suitable for EcoPlan we can offer you servicing and repairs on a time and material basis only.

#### Breakdown & Repairs

Breakdowns will be treated and carried out on a priority basis. If parts are required and are available from stock they will be fitted immediately. Should parts need to be ordered, they will be fitted as soon as they become available. If the parts are unavailable/obsolete we will advise you on an alternative option and should it become necessary to replace the boiler you will be entitled to an EcoPlan discount, the availability and amount of this discount is at the discretion of Ecowarmth.

# Landlords

EcoPlan and EcoplanPlus provide a landlords certificate at no extra cost. Ecowarmth can, at their discretion choose to charge for landlord certificates at any point. By law landlords must have their gas appliances checked annually

#### Additional Appliances

We will carry out servicing of additional appliances at the same time as the central heating annual service for a discounted price at the discretion of Ecowarmth, please ask for details.

#### What is not included

Re-pressurising combination boilers.

The renewing of batteries in room thermostats (both of the above are deemed as customer controls). Removal of sludge from the boiler or system. Boiler modification upgrades. Repairing or replacing flues that are not part of the boiler. Repairing or replacing parts to under floor heating. Central heating internet controls. Hot and cold water supplies, taps and tap washers. Decorative radiators and their associated valves (curved or formed). Ball valves not associated to the central heating system. We will not cover motorized valves under Ecoplan (boiler only). Pressurised hot water cylinders will not be covered for corrosion/internal leaks or will-full damage. This list is not exhaustive.

#### Force Majeure

This term relates to the law of insurance and is frequently used to protect the parties in the event that a segment of the contract cannot be performed due to causes that are outside the control of the parties, such as natural disasters or adverse weather conditions that could not be evaded through the exercise of due care.

#### Consequential loss

Unless we are responsible for it, we will not include loss or damage to the property (including cleaning) caused by the appliance, boiler or system breaking down or leaking (carpet damage). If we have to dig on your property we will fill in any holes and leave the surface level but we will not necessarily replace the original surface. Any decoration after the work will be your responsibility. We will not include the cost of repairs or damage caused by frost, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. This is not an exhaustive list (this is normally covered by your household insurance – please check).

# ecowarmth

# Terms & Conditions (continued)

# Exclusions

We will not include the cost of repairs needed because of design faults or faults that were there before the agreement that could not be identified on the first visit. We will not cover the cost of repairs relating to damage caused by you or someone else regardless of the source. We will not cover Improvements including work that is needed to bring your system up to current standards e.g. ventilation or flues in voids. We will not replace parts that do not affect how the system or appliance works. We do not replace cosmetic parts. We do not remove asbestos associated with repairing the appliance or system. We will not cover the repair of any damage caused to decoration during repairs (except where negligence is proven) We will not replace any lead or steel pipes or replace any copper pipes buried in concrete either in floor or walls. We do not repair heat exchangers due to build up of sludge in the system. We do not accept cash alternatives for repairs or maintenance.

### Start Date

Your contract starts when we process your application and your first monthly instalment has been made.

### Period of agreement

The agreement will run on a single payment for one year. If paid by standing order or direct credit the agreement runs until you tell us that you wish to cancel, you will receive no refund on any premiums paid. You may cancel at any time orally or in writing. If the agreement is cancelled within the first six months you may be charged for any repairs that may have been carried out.

### Moving Home

If you move home, it is possible to transfer your EcoPlan agreement to your new property but will be subject to an acceptable inspection Ecowarmth reserve the right not to include a central heating system on the EcoPlan range.

### Gaining Access

We will inform you when your service is due, it is your responsibility to arrange appointments and let us into

your property. If we are unable to gain access we will beunable to carry out any necessary work. Should this happen and we cannot gain access, the EcoPlan agreement will continue. We will inform you if the annual service has not been carried out.

### Cancellation

We may cancel your agreement: If you have provided false information. If you do not make agreed payments. We find something wrong at the first inspection and we have informed you that repairs are required but you have not carried them out. If parts to repair the appliance are no longer available. If circumstances arise which make it inappropriate for the contract to continue for example a conflict of interest. We reserve the right at your annual renewal for any of the EcoPlan range to cancel the agreement due to fair usage which the fair usage is deemed fair by Ecowarmth. Ecowarmth reserve the right to increase the policy amount to cover unforeseen costs and/or include exclusions which we are unable or unwilling to cover under the EcoPlan range we will write to you within fourteen days to inform you of these changes at which point you can continue with the EcoPlan agreement or alternatively cancel the agreement however you will still potentially be liable for any outstanding costs. If we cancel your agreement at first service/inspection you will receive a full refund of any money paid minus any reasonable costs deemed reasonable by Ecowarmth. If the agreement is cancelled during the first year we may take into account any work carried out and we may invoice you for any balance due. You may cancel within the first fourteen days with a full refund providing the service has not been carried out, if the service has been completed you will be charged for the full amount.

### Safety advice

We may advise on repairs or improvements that will make your system/appliance work safe.

### Our responsibility

We will meet our responsibilities under your EcoPlan agreement within reasonable time unless it is impossible because of circumstances beyond our control the list is not exhaustive.



# Terms & Conditions (continued)

# Change of agreement

Ecowarmth reserves the complete right to change any of the EcoPlan range of terms and conditions at any time including discontinuing the EcoPlan. We will inform you of any changes within fourteen days of the change you will have the right to cancel the agreement orally or in writing however you may be invoiced for any works that had been completed within the first six months of the agreement and you will be entitled to a full refund for that annual period minus any administrative costs incurred by Ecowarmth that are deemed appropriate by Ecowarmth only. For the new property is completed and deemed acceptable by Ecowarmth.

# Guarantees

Any guarantees do not affect your legal rights under the Sale of Goods Act 1979 and the Supply of Goods Act 1982.

# Appointment times

You can choose the time that suites you, Monday to Friday for servicing and planned repairs a.m. Appointment – 8a.m until 1p.m. P.M appointment – 12 noon until 5 p.m.

EcoPlan 24 hours a day, 365 days a year.