



HEATING SERVICES

IMPORTANT INFORMATION

Incorporating

- What's covered in your plan
- Our terms and conditions
- A schedule of maintenance work carried out

INTRODUCTION

Within this document you will find all the detailed information that you need to be aware of in your dealings with us.

There are 3 sections to this document:

A...What's covered in your plan?

B...Our terms and conditions

C...A schedule of the maintenance work that is carried out

If you require any additional information on any of these items, please call us on 03457 620 620 (England & Wales) or 0345 300 88 66 (Scotland).

A WHAT'S COVERED IN YOUR SERVICE PLAN?

1 Boiler Shield plan

Parts are not covered on the Boiler Shield plan and will be charged in addition to any associated labour.

2 Boiler Shield Plus plan

What is covered in our Boiler Shield Plus plan

Boiler control and limit thermostats, baffles, burner gaskets, burner motor, combustion head, control box, draught tube, electrodes assembly, flame sensor, flexible coupling, flexible oil line, fuel pump, impeller, ignition transformer, nozzle, sight door assembly, oil filter element (exclusions apply, as set out in Section C), circulating pump, time clock/programmer, one pressure vessel under 18 litres and the motorised valves (up to a maximum of three).

What is not covered in our Boiler Shield Plus plan

Heat exchangers, heat storage tank, refractory linings, boiler casing, bronze pumps, pump valves and room stat. System pressure drop due to a water leak on any part of heating/hot water. Any other part of the heating system, including fire valve, that is not an intrinsic part of the boiler damage to the appliance or components caused by any circumstances other than normal wear and tear and that are outside the control of the contractor. Faults arising from water contamination. Any work required that falls under Part P Electrical Regulations. Boilers that are more than 20 years old, over 150,000 BTU (44KW) or are used for commercial purposes. Pipe work alteration and flue alteration.

Please note: Any parts (inc consumables) required and additional labour to fit these parts on our FIRST VISIT are not covered on the Boiler Shield Plus plan and will be charged in addition.

What is not covered in the plan for cookers

Hot/top plates, cooker casing/doors or lids, cooker thermometer and ceramic baffles. NB. Not all types of cooker are accepted on our plans, any cooker acceptance would be subject to inspection at first visit.

3 Renewal of service plans

Contracts are automatically renewed annually at the rates currently in force at the date of the renewal. You can terminate the contract at any time. Please see clause 6 of the enclosed terms and conditions for information about your cancellation rights.

Boiler Shield Plus renewal is invoiced in advance and payable as per section 5.1 or by monthly Direct Debit. Boiler Shield charges are payable when invoiced. An easy payment plan is also available to manage the cost of Boiler Shield servicing. Please see the terms and conditions for details about the payment and termination rights.

B MAINTENANCE SERVICE TERMS & CONDITIONS (“Conditions”)

These Conditions are important as they form the basis of the Contract that will govern our dealings with you. They apply to the provision of the Maintenance Services to both Business Customers and Domestic Customers. Please read the definitions below carefully to identify on what basis you are contracting with us. If you are unsure then ask us. Some Conditions will apply just to Business Customers and some just to Domestic Customers and these are clearly marked as such. If a Condition is silent on this subject then it applies equally to both. The latest version of these Conditions may be obtained at any time by contacting Team Energy (or by visiting www.teamenergy.eu or www.certasenergy.co.uk/terms-conditions).

Please read Conditions 7 and 9 carefully as they set out provisions relating to your potential liability to us and our potential liability to you under each Contract. Condition 4 explains the Charges which you may have to pay.

1. The Words Used in These Conditions

1.1 The following definitions, unless the context requires otherwise, apply to these Conditions:

“you” or “your”: the person, company or other type of organisation that enters into a Contract to purchase Maintenance Services from us (and who will be either a Business Customer or a Domestic Customer);

“we”, “us” or “our”: Certas Energy UK Limited (Company No: 4168225) of 302 Bridgewater Place, Birchwood Park, Warrington, Cheshire WA3 6XG or any brand or trading division of, or any company which is controlled by or under common control with, Certas Energy UK Limited that is to supply the Maintenance Services to you under a Contract; Our VAT number is GB 844283419

“Annual Service”: means the Boiler service (as detailed in the Pack) which we will perform in respect of your Boiler pursuant to the Maintenance Services to be undertaken during the Term;

“Boiler” means the boiler situated at your Residence, including any controls/thermostats (and such other parts/elements of your heating system as may be detailed in the Pack as falling within the scope of the Maintenance Services);

“Business Customer”: means any customer that is ordering or receiving the Maintenance Services whilst acting in the course of his trade, business, craft or profession;

“Charges”: has the meaning set out in Condition 4; Read this section carefully.

“Conditions”: means these Maintenance Service Terms & Conditions;

“Contract”: means the contract under which we will provide the Maintenance Services to you pursuant to, in accordance with and subject to the Conditions and which also includes our Privacy Policy (see www.certasenergy.co.uk);

“Domestic Customer”: means any customer that is acting as a ‘consumer’, that is a natural person who is not acting in the course of his trade, business, craft or profession. If we are performing the Maintenance Services to you at your home then you are likely to be a Domestic Customer;

“Emergency Repair” means a repair to your Boiler undertaken by us pursuant to an emergency call-out;

“Maintenance Services” means the services to be provided pursuant to our Boiler maintenance scheme as described in Condition 6 (and as more fully described in the Pack), and which may include the Annual Service and/or the Emergency Repairs as appropriate. As detailed in the Pack there are 2 levels to the Maintenance Services which are referred to as **“Boiler Shield”** and **“Boiler Shield Plus”**:

- Our **Boiler Shield** service includes the Annual Service only. Consumables (nozzle, filter, flexible oil line) fitted during the Annual Service or pursuant to any repairs will be charged in addition to the Boiler Shield service charge; and

- Our **Boiler Shield Plus** service includes the Annual Service together with an undertaking to repair or replace (as appropriate, pursuant to the required Emergency Repairs) any defective part within your boiler casing together with one accessible circulating pump and a single timeclock/programmer, motorised valves (up to a maximum of three valves) as may be required at any time during the following 12 months. Consumables (nozzle, filter, flexible oil line) fitted during the first Annual Service and any existing faults will be charged in addition to the **Boiler Shield Plus** service charge (consumables required in any subsequent service are included in the relevant Charges). Our **Boiler Shield Plus** service excludes repair or replacement of any heat exchanger or heat storage tank, fire valves, and/or external components to your boiler or any other elements of your heating system not expressly listed above. Also excluded is any work required that falls under Part P Electrical Regulations (for more information see <http://electrical.theiet.org/building-regulations/part-p/index.cfm>);

“Pack” means the welcome pack we will send to you following your initial order to receive the Maintenance Services, and which includes a description of the Maintenance Services. A copy of the associated Conditions will be provided with your Pack and latest copies can be obtained either by calling us or by visiting our website at www.teamenergy.eu or www.certasenergy.co.uk/terms-conditions;

“Parts” means any spare or replacement parts which we install into your Boiler (or otherwise into your heating system) pursuant to the provision of the Maintenance Services;

“Residence” means the property at which your Boiler is located; and

“Term” means the period of 12 months for which you have agreed to pay to receive the relevant Maintenance Services (and each subsequent 12 month period as appropriate).

- 1.2 In these Conditions: references to the singular include the plural and vice versa; reference to one gender is to any gender; reference to a statute or statutory instrument is to as it is in force for the time being and includes any amendment, extension, application or re-enactment and any subordinate legislation made under it; headings do not affect the interpretation of these Conditions; and the term "including" shall be construed without implying limitation (and variants of "including" shall be interpreted accordingly).

2 How the Contract is made between us

- 2.1 These Conditions apply to all Contracts and set out the whole agreement between you and us to the exclusion of all other terms and conditions (provided always that, for Domestic Customers, this provision does not affect your legal rights in relation to the Maintenance Services and it is not intended to limit those rights in any way). Any terms or conditions which you put forward (whether endorsed on, delivered with or contained in your purchase order(s) or included in any other documents) do not form part of any Contract and any attempt by you to exclude, vary or limit any of these Conditions shall be void. You must ensure that you read and understand these Conditions because they will govern your dealings with us once a Contract is formed as set out below.
- 2.2 We intend to rely upon the terms set out in these Conditions. If you require any changes please make sure you ask for these to be put in writing before the Contract is formed. In that way we can seek to avoid any problems surrounding what we and you are each expected to do. Business Customers only: any representation about the Maintenance Services shall have no effect and shall not form part of the Contract unless agreed in writing by us, acting through one of our authorised employees (which do not include any of our telephone sales staff).
- 2.3 If you place an order with us to receive the Maintenance Services then that order is an offer from you to us to enter into a Contract which we are free to either accept or reject at our discretion. A Contract is formed (and these Conditions become binding on you) when we either: (a) confirm to you (either orally or in writing) that we have accepted your order or (b) commence performance of the Maintenance Services, whichever is the earlier. The Contract is subject to us undertaking an inspection of your Boiler at our first visit and determining that it meets our minimum standards.

3 Information about your services

- 3.1 The description of the Maintenance Services shall be as set out in the Pack (and will vary depending on whether you have elected to take the **Boiler Shield** or **Boiler Shield Plus** service option). If you have any general comments or queries regarding the Maintenance Services then you must raise these issues when placing your order. Our sales personnel are not consultants and are not able to provide you with technical advice as to particular products or performance issues and so if you have any specific or technical queries then you should address them to us in writing (any response we might provide to such queries will be given only to the best of our knowledge and belief and (for Business Customers only) without any liability on our part). Business Customers only: all other descriptions, specifications and illustrations which we issue or which are contained in our brochures, website(s) or other materials are approximations and for information purposes only and you should not rely upon the same.
- 3.2 We may, at any time and without notice to you: (i) change any of the advertising or product information materials referred to in Condition 3.1; (ii) make changes to the scope of the Maintenance Services that we believe are necessary to ensure that they conform to any applicable safety or statutory requirements; and/or (iii) make minor modifications to the scope of the Maintenance Services that we consider necessary or desirable (and which should not have any material adverse effect on the provision of the Maintenance Services).

4 What you pay

- 4.1 **Charges in respect of the Annual Service:** Before you enter The Contract, we will inform you as to the price you will be charged for the first Annual Service based on the information which you have provided to us (and on the assumption that the Annual Service can be completed within one and half hours) for our **Boiler Shield** or **Boiler Shield Plus** Maintenance Services. If we find upon arrival at your Residence that any of the information you have provided is incorrect or incomplete then we reserve the right to either cancel the Contract or to revise the price accordingly – we will then inform you as to the new price and you may accept the revised price or cancel the Contract with immediate effect and without charge.
- 4.1.1 **Over-Run Charge:** If the Annual Service takes longer than one and a half hours to complete then in addition to the quoted charge there will, in respect of **Boiler Shield** customers and (in respect of the initial Annual Service only) **Boiler Shield Plus** customers, be an additional charge based on the time spent by us providing the required Maintenance Services (applying the quarter-hour charge out rate which will be advised to you at the time of the service and is also available on request). This over-run charge will: (i) always apply in respect of **Boiler Shield** customers and (ii) apply, in respect of **Boiler Shield Plus** customers for the initial Annual Service only, (unless, for **Boiler Shield Plus** customers, the required additional work is of a type specified in your Pack as being excluded from the scope of our Maintenance Service plans in which case any such works (and related costs) would need to be separately agreed between us).
- 4.1.2 **Our Rates:** Copies of our latest price list setting out our Maintenance plan charges are available to you

either by calling us or visiting our website at www.teamenergy.eu.

- 4.1.3 **Parts:** Parts will be charged at cost plus a reasonable margin to cover our procurement costs and as advised to you prior to the relevant Part(s) being fitted.
For each subsequent Annual Service the price for our Boiler Shield and Boiler Shield Plus Maintenance Services (as appropriate) will be as is set out in the relevant appointment/renewal notice.
- 4.2 **Charges in respect of the Emergency Repairs:**
- For **Boiler Shield Plus** customers: included in the cost of the Maintenance Services (save that any Parts which are not listed in the Pack as being covered and which will be charged at cost plus a reasonable margin to cover our procurement costs and as advised to you prior to the relevant Part(s) being fitted plus any diagnostics or associated callout and labour). **Boiler Shield Plus** will include a first visit where, should any fault be diagnosed that is outside the scope of cover and subsequently requires repair, the required Part(s) and labour to rectify, whether this involves a return visit or not, is excluded from the plan; or
 - **Boiler Shield Plus** customers only: Please note that if we are required to undertake any Emergency Repairs in respect of your Boiler **due to any deliberate, negligent or accidental damage** including oil run-out (save in the unlikely event such damage is caused by one of our engineers), then such repairs will not be covered by your Maintenance Service plan and you will be charged for the relevant repairs and Parts as if you were a **Boiler Shield** customer.
 - For **Boiler Shield** customers: equal to the initial callout charge plus a charge based on the time spent undertaking the repairs together with the cost of any Parts (which will be charged at cost plus a reasonable margin to cover our procurement costs and as advised to you prior to the relevant Part(s) being fitted). If any subsequent visits are required in connection with the same emergency then those visits will be charged on a time and materials basis (excluding the initial callout charge). Charges in respect of the Emergency Repairs are determined by reference to our latest price list (which may be obtained by calling us – visit our website for contact details at www.teamenergy.eu or www.certasenergy.co.uk). The costs which will be advised to you when you call to arrange an Emergency Repair.
- 4.3 **VAT:** All Charges in respect of the Maintenance Services are exclusive of VAT (if applicable). We will, however, provide you with a VAT inclusive figure when providing you with a quote for any goods or services and again when we issue an invoice to you.
- 4.4 **Card Processing Charges:** If you choose to pay any Charges using a credit card then we reserve the right to charge you a reasonable card processing fee to cover our costs and the fees we incur from the credit card companies. There are no card processing charges in respect of payments made via debit cards.
- 4.5 **Failed Appointment Charge:** if we are unable to perform the Annual Service or any Emergency Repairs due to some default on your part (including, where we are unable to gain access to your residence on an agreed date) then we may, at our option, charge you the sum of £25 (the "Failed Appointment Charge") this being a reasonable pre-estimate of the cost to us in seeking to perform the relevant services.

5 How you pay us

- 5.1 **Payment:** We will invoice you following the performance of the Annual Service in respect of the relevant Charges except in the case of **Boiler Shield Plus** customers where you will be invoiced by renewal notice prior to, rather than on completion, of the service. Unless otherwise notified to you, you will pay each of our invoices (in respect of the relevant Charges) within (for Business Customers only) 25 days or (for Domestic Customers only) 14 days of the date of the invoice being raised. However, we may require you to pay the Charges in advance at the time you place the relevant order.
- 5.2 In addition to the standard Charges referred to above, we will invoice you following the performance of any Emergency Repairs in respect of the relevant Charges. Such Charges shall be payable in accordance with the payment terms referred to in Condition 5.1.
- 5.3 We shall be deemed to have received payment under the Contract only on receipt of cash or cleared funds from you. All sums properly due and payable to us under a Contract shall become due immediately upon its termination.
- 5.4 Business Customers only: you shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise (except as may be required by court order).
- 5.5 Without limiting any other rights or remedies we may have, if you do not pay us on time, we may do all or any of the following:
- (a) cancel or suspend the Contract (and any other Contracts we have with you) and/or any outstanding quotations;
 - (b) cancel any discount we previously offered to you under the Contract;
 - (c) without notice suspend or cancel performance of the Maintenance Services under the Contract until you pay the outstanding amounts in full; and/or
 - (d) charge interest on the outstanding amount, calculated on a daily basis from the due date for payment up to the date of actual payment. You must pay us this interest together with the overdue amount. For Business Customers the rate of interest shall be determined in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. For Domestic Customers the rate shall be 4% above the base lending rate of Natwest Bank from time to time.

6 Our Maintenance Services for you

6.1 During the Term, we shall:

- (a) perform the Annual Service (the scope of this Service shall be as specified in the Pack and will be the same regardless of whether you are receiving the **Boiler Shield** or **Boiler Shield Plus** Maintenance Services – if you have not received your Pack or if you require a further copy then please contact Team Energy to request this); and
- (b) upon request, use our reasonable endeavours to perform the required Emergency Repairs (in accordance with Condition 6.10),

in each case subject to, and in accordance with, the terms of the Contract.

6.2 We will only be obliged to provide the relevant Services during the Term if:

- (a) your Boiler: (i) is a standard domestic boiler and it has not been modified (other than in accordance with the manufacturer's instructions); (ii) has been correctly installed and maintained; (iii) complies with any and all relevant laws, regulations and standards; and (iv) is of a make and model which is covered by our Maintenance Services (as detailed in the Pack). Boilers more than 20 years of age are excluded from our **Boiler Shield Plus** product but we may agree to service such boilers under our **Boiler Shield** product subject to a satisfactory initial inspection and the provisos set out in this Condition 6.2;
- (b) we are able to obtain any Parts required to perform the Services on reasonable commercial terms;
- (c) it is safe and practicable for us to provide the Services at your Residence. The decision to change or disturb a part during any visit is dependent upon the risk assessment carried out by our engineer on site. We reserve the right not to change any part, including filters, where a heightened risk is associated with its replacement, including unsafe or restricted access to the boiler and its associated ancillary equipment. This includes any part that is neither visible nor readily accessible to the engineer, buried or partially buried below ground or installed in a position where it would not normally be found; and
- (d) you have obtained any and all necessary consents and permissions required for us to provide the Services.

If we believe that you have failed to comply with any of the conditions set out above then we may terminate the Contract with immediate effect, without any charge to you or any liability on our part.

6.3 The Term of the Contract is 12 months and at the end of the initial Term it shall automatically renew (for **Boiler Shield** and **Boiler Shield Plus** customers respectively) for a further Term (and so on) unless or until the Contract is cancelled under Condition 6.6 or Condition 6.9.

6.4 During each Term we will issue an appointment notice to you in respect of your next Annual Service, which will include a proposed date for some time during our normal operating hours and in the following 2 to 6 weeks. This appointment notice will also include details as to our updated Charges for our **Boiler Shield** Maintenance Services.

6.5 If the proposed appointment date is not convenient then we ask that you call the contact number set out in the appointment notice to arrange an alternative date. If, however, you do not wish to receive our **Boiler Shield** or **Boiler Shield Plus** Maintenance Services at all then you may cancel the Contract by giving us notice in accordance with clause 6.9 below – such termination will be without any charge to you (other than in respect of any Services performed prior to the date of termination) or any liability on our part.

6.6 We may terminate the Contract at any time with immediate effect if you breach any term of the Contract, or on one month's notice without cause, without any charge to you or any liability on our part (other than to refund to you any Charges made in respect of Maintenance Services which have not been provided as at the date of termination).

6.7 If we have agreed a date with you on which we are to provide the Annual Service then:

- (a) we will use our reasonable efforts to perform the relevant Maintenance Services on that date (and within the window of time notified to you (if any)); and
- (b) you must ensure that our engineer can gain access to your Residence so as to perform the Maintenance Services. If you fail to do so and as a result we are unable to perform the relevant Services then we reserve the right to invoice you the Failed Appointment Charge.

6.8 All appointment dates and times are subject to availability and change although we will endeavour to notify you as early as possible if we are unable to make the relevant appointment date or time.

6.9 **Your right to cancel:** you may cancel the Contract at any time by contacting us using the cancellation form available on our website at www.certasenergy.co.uk, by calling 03457 620620 (in England and Wales) or 03453 008866 (in Scotland) or by email at info@teamenergy.eu.

- (a) If the Contract is cancelled under this Condition before the Annual Service is performed and you have made any payment in advance then we will refund these amounts to you;
- (b) If, however, the Contract is cancelled after the Annual Service has been performed (in accordance with the terms of the Contract) then no refund is due to you.
- (c) If the Annual Service or any other services are to be performed within 14 days from the date the Contract is formed or an annual renewal date then we will not start any Services or the Annual Service unless you clearly ask us to do so. You can ask by telephone or in writing. If you ask us

to start any Services during the 14 days from the date that the Contract is formed or an annual renewal date then if you decide to cancel the Contract during those 14 days you must pay us for the Services provided up to the time you cancel. You must pay an amount which is in proportion to what we have done in comparison with the total amount due under the contract.

Where we repay you, we will use the same method of payment you used to pay (unless you agree otherwise); we will not charge you any fees to repay you. If we are allowed to charge you for any Services we have provided we may either take this out of what we repay you or ask you to pay the amount to us.

6.10 **If you need emergency repair services from us:**

- (a) If, during the Term, your Boiler fails to function correctly then you may call the emergency call out number set out in your Pack (or visit our website for contact details www.teamenergy.eu) to request the provision of Emergency Repairs.
- (b) Our ability to undertake Emergency Repairs is subject to the availability of our engineers, though we will endeavour to ensure that one of our engineers is available to review the situation and attempt to remedy the problem(s) during our normal operating hours (which are 8am to 5:30pm Monday to Friday and 8am to 12noon on Saturday).
- (c) We will use our reasonable efforts to perform the necessary repairs to rectify any defect with your Boiler during our initial visit but if we are unable to do so, or we need to order Parts, then we will arrange for one or more follow-up visits as required. If you receive our Boiler Shield Maintenance Services then you will be charged a callout charge, together with a charge based on the time and materials required, with any subsequent visits relating to the same callout being charged on a time and materials basis only (in accordance with our rates in effect as at the date of the relevant visit). If you receive our **Boiler Shield Plus** Maintenance Services then you will only be charged to the extent that any repair is outside the scope of the **Boiler Shield Plus** cover (such charges being calculated on the same basis as for **Boiler Shield** customers).

6.11 We shall ensure that all of the engineers we use are either employed by us or have been approved by us and that in each case they have the necessary qualifications to perform the Services in accordance with these Conditions.

6.12 Any Part(s) which we supply and fit in connection with any Emergency Repair or Annual Service shall comply with the warranties set out in Condition 8. Please note that: (i) we will only fit Part(s) (and/or consumables) to your Boiler which we have supplied; and (ii) we do not supply Part(s) (and/or consumables) to be fitted by you or by any third party.

6.13 **Boiler Shield** and **Boiler Shield Plus** service plans exclude pipe-work alteration and flue alterations. Such work may be available by agreement.

6.14 **Boiler Shield** and **Boiler Shield Plus**, where the service plan provides Cooker protection, excludes hot/top plates, cooker casing/doors or lids, cooker thermometer, and ceramic baffles. Additionally, not all types of Cooker will be accepted on either **Boiler Shield** or **Boiler Shield Plus** service plans and acceptance to them is subject to the inspection that is completed on first visit.

6.15 **Boiler Shield** and **Boiler Shield Plus** service plans exclude the cost of adding or replacement of inhibitor to a system irrespective of whether there is a requirement to drain the system to carry out other works.

6.16 **Boiler Shield** and **Boiler Shield Plus** service plans exclude the cost of callout and repairs as a basis of oil run-out.

7 **If something goes wrong**

7.1 Business Customers only: you shall be liable to pay us (on written demand) for, and indemnify us against, all reasonable costs and expenses and/or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit or reputation, damage to property, loss of opportunity to deploy resources elsewhere, and legal costs) which arise in connection with your fraud, negligence or a material breach of the Contract.

7.2 Domestic Customers only: if you commit a fraudulent act, you are negligent or commit a serious breach of the Contract then you will be liable to pay us (on written demand) a sum equal to the reasonable costs, expenses and/or losses which we incur as a result of your acts or omissions.

7.3 Domestic Customers only: if we commit a fraudulent act, we are negligent or commit a serious breach of the Contract then we will be liable to pay you (on written demand) a sum equal to the reasonable costs, expenses and/or losses which you incur as a result of our acts or omissions.

8 **The quality of services and goods**

8.1 Business Customers only: we warrant that the Maintenance Services will be performed with reasonable skill and care and that the Part(s) we fit will be free from material defect at the time of installation and unless otherwise agreed in writing we give no other warranty in respect of the Parts or Maintenance Services and all warranties, conditions and other terms implied by statute or common law (save for the condition implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

8.2 Domestic Customers only: we warrant that on delivery, and for a reasonable period of time (being not less than 12 months) from the date of delivery, the Parts we fit and Maintenance Services we provide shall:

- (a) conform with any description or specification as we may have provided to you (in our quotation, delivery documentation or otherwise);
- (b) be of satisfactory quality;
- (c) be fit for any purpose we say the Parts are fit for or for any reasonable purpose for which you use the Parts;
- (d) be free from defects in design, material and workmanship;
- (e) (in respect of any Maintenance Services only) be provided with reasonable care and skill; and
- (f) comply with all applicable statutory and regulatory requirements for selling the Parts and/or providing the Maintenance Services in the United Kingdom.

This warranty is in addition to your legal rights in relation to the Parts and Maintenance Services to the extent that they are faulty or do not comply with the Contract and are not intended to limit those rights in any way. Advice as to your legal rights in relation to any defective goods or services can be obtained free of charge from your local Citizens Advice Bureau or trading standards office.

- 8.3 Without limiting Conditions 8.4 and 8.5, if the relevant Parts do not conform with the warranty in Condition 8.1 (if you are a Business Customer) or the warranties in Condition 8.2 (if you are a Domestic Customer) we shall (at your option as a Domestic Customer or at our option for Business Customers) replace such Parts or issue a credit note or refund to you at the relevant price (plus VAT), provided that you must give us: (i) written notice of any alleged breach of warranty within one week of the time when you discover or (for Business Customers only) ought to have discovered such breach; and (ii) a reasonable opportunity, after receiving the notice, to examine the relevant Parts.
- 8.4 The warranties in Conditions 8.1 and 8.2 shall not apply to any defect which arises as a result of your (or any third party's) negligence, failure to follow our instructions as to the storage, use or maintenance of the Parts or if you make any further use of the Parts after identifying that there is any issue with them, if you alter, modify, mishandle or try to remedy such Parts without our prior consent or fail to take reasonable care when handling and using the Parts.
- 8.5 Business Customers only: if we comply with our obligations under Condition 8.3 we shall have no further liability to you in respect of such Parts.
- 8.6 These Conditions shall apply equally to any replacement Parts we supply to you pursuant to Condition 8.3.

9 Limitation of liability if something goes wrong

- 9.1 Subject to Conditions 9.2 and 9.4, if there is any breach of the Contract, then the party which is at fault will only be responsible for losses which:
- (a) (for Contracts with Domestic Customers) are a reasonably expected consequence of the breach; or
 - (b) (for Contracts with Business Customers or for us) are direct losses.
- 9.2 Subject to Condition 9.4, neither you nor we shall be responsible for losses that result from a failure to comply with the Contract which fall into the following categories:
- (a) loss of income or revenue;
 - (b) loss of profit;
 - (c) loss of business;
 - (d) loss of anticipated savings; or
 - (e) any waste of time.
- However, this Condition 9.2 shall not prevent claims for loss of, or damage to, your physical property, where such losses or damage could reasonably have been expected to result from the relevant breach.
- 9.3 Business Customers only: subject to Condition 9.4, our total liability to you in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the Contract shall be limited to:
- (a) in relation to any damage to your physical property, a sum equal to 150% (one hundred and fifty percent) of the Charges or £10,000 (whichever is the greater); or
 - (b) in relation to any other claim, a sum equal to 125% (one hundred and twenty five percent) of the Charges or £5,000 (whichever is the greater).
- 9.4 Nothing in the Contract (including anything in these Conditions) excludes or limits in any way our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the obligations implied by law that we own the Parts and that we are able to pass ownership of those goods to you (under section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Maintenance Services Act 1982);
 - (d) (for Domestic Customers only) defective products under the Consumer Protection Act 1987; or
 - (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- 9.5 Subject to Condition 9.4, you acknowledge that in performing the Annual Service or any Emergency Repairs it is always going to be a possibility that (notwithstanding our compliance with our obligation to perform the Services to the standards set out in Condition 8) damage could be caused to your Residence (including damage to any decoration, flooring, covers, fixtures or fittings, etc.) and it is agreed that we will not be

responsible for any such damage unless it is caused by our negligence.

10 Events outside our reasonable control

- 10.1 Subject to Condition 9.4, we will not be liable or responsible for any failure to perform, or delay in the performance of, any of our obligations under the Contract that is caused by events outside our reasonable control (these are referred to as “**Events**”).
- 10.2 Our obligations under the Contract are suspended for the period that the Event continues, and we will have an extension of time to perform our obligations for the duration of that period. We will take reasonable steps to bring the Event to a close or to find a solution by which our obligations under these Conditions can be performed despite the Event.
- 10.3 If we suffer any temporary interruptions or shortages in supply (whether or not due to an Event) then both you and we will use reasonable efforts to minimise any adverse impact.

11 General information about the contract

- 11.1 The provisions of Conditions 5, 7, 9 and 11 shall continue after the Contract has terminated.
- 11.2 Business Customers only: Each right or remedy that we have under the Contract is without limit to any other right or remedy we may have whether under the Contract or otherwise.
- 11.3 If any Condition is found by any court of competent jurisdiction to be unlawful, invalid or unenforceable to any extent then it shall, to that extent only, be removed from the remaining Conditions, and the remainder of such Condition, which shall continue in full force and effect.
- 11.4 If a court of competent jurisdiction decides that a Condition cannot be removed (in whole or in part) then it is agreed that the relevant Condition shall be replaced with a legal, valid, enforceable and reasonable provision which achieves, to the greatest extent possible, the same effect as the original Condition.
- 11.5 If we fail or delay in enforcing any provision of the Contract, or fail to insist that you comply with any of your obligations, this shall not mean that we have waived any of our rights under the Contract and that you do not have to comply with your obligations. Any waiver by us of any breach of, or any default under, any provision of the Contract by you shall be effective only if given in writing and it shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Contract.
- 11.6 A person who is not party to the Contract shall have no rights under or in connection with the Contract (and this includes pursuant to the Contracts (Rights of Third Parties) Act 1999).
- 11.7 All Contracts for the provision of the Maintenance Services in Scotland shall be governed by Scottish law and shall be subject to the non-exclusive jurisdiction of the Scottish courts. All other Contracts shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.
- 11.8 Unless a Condition expressly provides otherwise, all communications between you and us regarding the Contract, including any notices to be sent or received under the Contract, must be in writing, sent to the other party's registered office (or, in the case of a Domestic Customer, the Residence) and (for us and/or Business Customers) signed by an authorised representative. Notices shall be deemed served on delivery if delivered by hand, 48 hours after posting if sent by post and on completion of transmission if sent by email or facsimile.
- 11.9 **Marketing:** We may use the personal information you provide to us to provide you with our Maintenance Services, and may also use it to inform you, by letter, fax, phone, SMS and email about promotions, news and new products and services that we think may be of interest to you. We will only use your information for this purpose in accordance with applicable law.

12 We want to hear from you

- 12.1 We always like to hear from our customers whether it is good news or a problem you need us to solve. Our Customer Relations team is ready for your call on 0800 0854 818 between the hours of 8.30am – 5.00pm Monday to Friday. Calls may be recorded for training purposes. Alternatively, please email us at customer.relationships@certasenergy.co.uk or write to us at Customer Relations, 302 Bridgewater Place, Birchwood Park, Warrington, Cheshire, WA3 6XG
- 12.2 We will respond to you within 3 working days to acknowledge your call or email. Sometimes, it may take a little longer to follow up with a detailed response but we will always try to do this within 15 working days of your first contact with our Customer Relations Team.

13 Data Protection

Certas Energy is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified this is to ensure that you are the account holder or designated authorised person.

14. Alternative Dispute Resolution

In the unlikely event that our customer services team is unable to resolve your complaint, and you are still not satisfied following the conclusion of our complaints handling procedure, you may refer your complaint to The Retail Ombudsman which is a certified Alternative Dispute Resolution Provider. We will respond to any complaint referred to us by them.

The Retail Ombudsman, 33 floor Euston Towers, 286 Euston Road, London, NW1 3DP
Email: enquiries@theretailombudsman.org.uk Web: www.theretailombudsman.org.uk Tel: 020 3540 8063
Alternatively, you may also lodge your complaint on the EU Online Dispute Resolution platform which is available at www.ec.europa.eu/consumers/odr.

Please note:

- 1. To lodge a complaint with The Retail Ombudsman or the EU Online Dispute Resolution platform you will need to have given us at least 8 weeks to resolve your complaint or have been provided with a deadlock letter by us (which provides our final response in relation to your complaint); and**
- 2. Following submission of your complaint on the EU platform you will be directed to The Retail Ombudsman. You may therefore prefer to refer your complaint direct to The Retail Ombudsman to avoid delay.**

C SCHEDULE OF MAINTENANCE WORK CARRIED OUT

Fuel System

- (a) Check oil storage tank(s) and advise customer if water should be removed and that additional costs will apply.
- (b) Visually check fire valve and assembly for leaks or damage, the labour involved replacing a fire valve is extra to service.
- (c) Inspect oil lifter if fitted and check for leaks. Lubricate if recommended by manufacturers.
- (d) Visually inspect outer casing of filter bowl, if fully accessible, replace elements as necessary. Replacement filter elements and seals will be charged in addition to service (depending on Service Plan). The decision to dismantle a filter assembly during a maintenance visit is dependent upon the engineer's dynamic risk assessment and we reserve the right not to carry out any work on a filter assembly with a heightened risk associated with it.
- (e) Check sight gauge assembly for leaks or damage and correct operation. Replace plastic tubing as necessary. Replacement tubing will be charged in addition to service.

Fuel System applies equally to categories A, B & C and these checks should be carried out first, prior to servicing and then checked again for leaks following completion of work, and then final check before leaving premises.

Team Energy cannot be held responsible for the failure of, or the cost involved with the replacement of, any oil isolation valve that fails under its normal intended use having been operated by us in order to carry out maintenance on any oil carrying equipment.

Servicing category A (Oil)

Flued Convecter, brick central, fan assisted vaporiser, Aga

1. Brush burner/heater flue-ways. Advise customer if further cleaning is necessary.
2. Clean burner or pot and renew wicks where applicable. Wicks will be charged in addition to service.
3. Clean and check electrical ignition where applicable.
4. Clean oil feed pipes connecting the burner to oil control and check connections are sound.
5. Check operation of oil control.
6. If fan fitted, clean fan and fan housing. Lubricate motor if recommended by manufacturer.

Servicing category B (Oil)

Rotary Vaporiser – Service

1. Brush burner/heater flue-ways. Advise customer if further cleaning is necessary
2. Remove rotor. Inspect for cleanliness and wear. Clean oil pipes connecting burner to oil control and check operation of oil control.
3. Remove and clean grilles. Clean flame rim and inspect backing strip as applicable. Also flame rim repair clip.
4. Inspect refractory hearth. Make temporary minor repairs as necessary. Advise customer of condition and if replacement is required.
5. Clean and check electrical ignition. Replace HT lead and ignitor if necessary and still available. Leads and ignitors will be charged in addition to service.
6. Check flame failure device for correct operation, clean or replace if necessary and available.

Servicing category C (Oil)

Pressure Jet/Combination/Condensing

1. Brush burner/heater flue-ways. Advise customer if further cleaning is necessary.
2. Examine combustion chamber refractories. Make temporary minor repairs as necessary. Advise customer of condition and if rebuilding is required.
3. Replace nozzle once a year. Nozzle will be charged in addition to service (depending on Service Plan).
4. Flexible oil lines to be inspected at every visit. If date code stamp indicates that it is outwith of its guarantee

- period, or will be prior to the next service visit, or if there are any signs of damage, then replacement will be recommended. Any replacement costs will be charged in addition to the service (depending on Service Plan).
5. Clean ignition electrodes and insulators. Replace HT lead if necessary. Leads will be charged in addition to service.
 6. Check flame failure device for correct operation and cleanliness. Replace if necessary, will be charged in addition to service.
 7. Clean and examine combustion air fan and fan housing. Lubricate motor if recommended by manufacturer.

Additions to category C

Combination Boilers – Check the following for correct operation and condition

- Domestic Hot Water Flow Switch
- Diverter Valve
- Hot Water Operation and Adequate Flow Rate
- Circulating Pump
- Filling Loop
- System Pressure
- Expansion Vessel Charge Pressure
- Pressure Relief Valve
- Manual and Automatic Air Release Valves
- Thermostatic Mixing Valve
- Leaks on Pipework or Components within the Boiler Casing
- Control Thermostats
- Programmer and External Controls

Condensing Boilers – Additional checks and procedures

- Clean Secondary Heat Exchanger
- Clean Condense Trap
- Clean Condense Pump and Pipework if fitted
- Check Condense Discharge Pipework for Leaks and Correct Termination.

Items 8, 9, 10 & 11 apply equally to categories A, B & C if necessary

8. Check correct operation of boiler electrical controls. Reset boiler thermostat to not less than the minimum temperature recommended by manufacturer. If time switch is fitted, lubricate if recommended by manufacturer. Reset to suit customer's requirement.
9. Set up burner and carry out combustion test to manufacturers' settings.
10. Leave exterior of all units in clean condition.
11. Fuel system – Finally check all oil connections and fittings between tank and burner or oil control valve.

Where the following types of equipment are installed additional service will be carried out as under

12. Warm Air Furnaces
 - (a) Clean and examine air distribution fan and motor assembly.
 - (b) Check tension of driving belt.
 - (c) Lubricate fan and motor bearings if recommended by manufacturer.
 - (d) Clean and examine air filter, or replace as necessary. Replacement filters will be charged in addition to service.

NOTE: Any additional work required outside the scope of this schedule will be charged in addition to service charge but can be quoted separately if requested.

All parts fitted at routine services or breakdown calls are chargeable as per terms of contract. Certas Energy cannot be held responsible for the non-availability of spare parts.

If you require a paper copy this document, or a version in Braille, large print or audio format, please contact us using one of the methods below stating clearly your name, address and customer reference number.

Post: Certas Energy UK Limited, 302 Bridgewater Place, Birchwood, Warrington, Cheshire, WA3 6XG

Phone: 01925 858617 Email: marketing@certasenergy.co.uk

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