

# 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 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 and 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, or you choose to replace it at any time you will be entitled to a 5% or £200 discount (whichever is greater) off the full installation cost of a replacement boiler if you choose for us to carry out the work. This discount is in addition to any other offer which may be available at that time.
- 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.

### 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 flush)
- 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.
- Repairing or replacing any appliance flues which are not part of the boiler.
- 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 (unless we are responsible for the leak etc). Any required redecoration following our work is your responsibility, unless we have been negligent. We always leave any surfaces level (walls, ground) but we will not necessarily replace the original surface or construction.
- Damage caused by theft, attempted theft, malicious damage or damage caused by fire or explosion.
- Damage resulting from freezing weather conditions, floods, lightening 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 TRV'S, 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 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.

### About your contract

HeatCare contracts are only available for the central heating boilers and systems in domestic use inside your home. If you own a domestic property which you let out, please refer to our range of Landlords HeatCare packages.

### Coverage Areas

You are eligible to apply for a HeatCare contract if you live at any address with a Leeds or Harrogate postcode. Addresses with a YO7, YO8, YO10, YO19, YO23, YO24, YO26, YO30, YO31, YO32, YO61, BD2, BD3, BD4, BD5, BD10, BD16, BD17 and BD18 postcodes are also eligible to apply. If you live outside of these postcodes please contact us to see whether or not we can offer you cover.

### Contract Period

Your agreement begins when we process your application.

Your contract runs continually until you tell us you would like to cancel it or we cancel it (see 'Cancellation' for details). You may cancel this contract at any time. We may also cancel the contract at any time, as long as we give you reasonable notice of the cancellation. If there are any changes to the terms and conditions or prices of your contract, we will inform you in writing at least 21 days before any alterations take place.

### **Initial Care Inspection**

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. We will normally carry out the inspection within 28 days of the beginning of your contract. 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
- Cheque – annually in advance.

### **Cancellation**

You may cancel your contract within 10 working days of receiving writing confirmation of your contract (as long as no work has been carried out) and you will receive a full refund.

We will 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.

If we cancel the agreement we will:

- Give you a full refund: if we find something wrong at the initial inspection and you don't want correction works to be carried out by ourselves or another contractor.
- Give you a partial refund: based on how long is left of any 12 month advance payment, there will be a minimum £59 payment if any work an inspection or service has been carried out.

You may cancel your contract immediately after we let you know about changes to the contract terms and conditions or prices or if we fail to carry out something which we should have. In this case you will receive a refund based on how long a time is left of the relevant 12 month period or, with your consent we will put things right and continue the contract.

You may cancel your contract at any time. If you do so after we have done an inspection, service, or other works and you have paid less than £59 on the last 12 months at the time you cancel, we may charge you an extra amount which brings your total payments under the contract to £59.

### **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 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 complete this job at no extra cost, as long as we have not already informed you that you need a Power Flush or similar procedure. Our engineer will also inform you of any other work which may be required in order to prevent re occurrence of the problem. If we recommend that a Power Flush is carried out, we will charge you to carry out this work. Once completed you will never be charged for any future Power Flushing work which is required as long as continues Heat Care or Heat Care Plus cover is kept with us at that property and as long as we carry out any work to correct design faults at the same time.

### **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 for 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 CORGI and the ECA. These operators and organisations may pass your details onto local authorities to comply with building regulations.

### **Contact Details**

If you have a breakdown call, 01423 504344, for all other queries or to inform us you are moving home, please call: 0113 2390990.

You can write to us at:

Horforth Heating  
Unit 1  
2 Freeman's Way  
Harrogate  
HG3 1DH

Email us at: [heatcare@horsforthheating.co.uk](mailto:heatcare@horsforthheating.co.uk)

Or by contact through our website at [www.horsforthheating.co.uk](http://www.horsforthheating.co.uk)