

# Terms & Conditions

## Boiler Service

This document explains what is and isn't included in this Plan, how and when you can book your service, your cancellation rights and how to make a complaint if you're not happy.

It's important that you read all the Plan documentation carefully.

### What's in this document?

Definitions.....	1
Your Service .....	2
General Exclusions.....	2
General Conditions.....	2
Cancellation and Complaints.....	3
Contract Terms.....	4
Contact Us.....	5

## Definitions

**Some of the words and phrases used in this document have a particular meaning. The definitions below explain what these words mean. All definitions will be capitalised where used in the document.**

By 'we', 'us', or 'our', we mean HomeServe, its authorised agents and engineers, unless otherwise stated.

By 'you' or 'your', we mean the person(s) who has the benefit of this Plan.

**Boiler:** This is the appliance that supplies hot water and heating to water based radiators, including all manufacturer-fitted components within it. The Boiler must have a total power input of less than 70kw and must be fuelled by natural gas.

**Cancellation Period:** The number of days (including your statutory 14 days "cooling off" period), after the Plan start date, during which you can cancel the Plan and receive a refund. This is shown on the Plan Schedule.

**Fee:** The total amount you pay for this Plan, as set out in the Plan Schedule.

**Gas Supply Pipe:** The pipe that connects your natural gas meter to your gas Boiler and other gas appliances you have at your Property, including the gas cooker connection hose (pipes up to and including 35mm in diameter and not made of steel).

**HomeServe:** HomeServe is a trading name of HomeServe Membership Limited, Cable Drive, Walsall WS2 7BN and is registered in England and Wales under company number 02770612. VAT registration number GB 559669669.

**Plan:** These Terms and Conditions and the Plan Schedule.

**Plan Schedule:** The document provided to you, which summarises specific details about this Plan such as the features you have purchased, the Property address, the Plan start and end dates.

**Property:** The private domestic residence, where your service or inspection will be carried out, at the address shown on the Plan Schedule.

## Your Service

The following is provided under an agreement between you and HomeServe. Please make sure that you have the manufacturer's instructions available for when the engineer attends.

### **Boiler Service**

#### What is included

A service of your Boiler completed by a Gas Safe registered engineer, including:

- ✓ An inspection of the Boiler and its installation completed in accordance with the current Gas Safety (Installation & Use) Regulations and the manufacturer's instructions. This includes, where required,
  - Testing, checking and cleaning of the Boiler and its system filter
  - Testing the gases produced by the Boiler, its ventilation and the effectiveness of the flue
  - Determining whether the Boiler is safe to use

#### What isn't Included

- ✗ Any breakdown or repair needed to the Boiler or your Heating System (found during a service)
- ✗ Maintenance that is not part of the standard manufacturer's service
- ✗ A test of the Gas Supply Pipe to the Boiler, unless there is a known or suspected escape of gas

#### About your Boiler Service

If you are a new customer, your first service may take place after 6 months of your agreement start date. Boiler Services are usually completed between April and September. We'll contact you by letter, email or text message to arrange your Boiler Service. We'll attempt to contact you three times and provide details of how you can get in touch to book your service. If you do not contact us and your Boiler Service isn't completed during your agreement period, you won't be eligible for a refund.

We aim to schedule services approximately every 12 months, however during periods of high demand (for example, during cold weather) we prioritise breakdowns and may need to rearrange your service.

Where safety defects are identified, the current Gas Industry Unsafe Situation Procedure will be followed. This may mean that the Boiler cannot be used until a problem we find is resolved.

Please make sure that you have the manufacturer's instructions available for the engineer when they attend.

## General Exclusions

**The following are also excluded from this Plan and therefore HomeServe will not be liable for any of the following:**

- a. systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions; or that are subject to a manufacturer's recall
- b. Any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third party interference, including any attempted repair or modification to the elements included in this Plan, which does not comply with British Standards
- c. Any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present.

## General Conditions

### Your Responsibility

#### Eligibility

This Plan is only suitable for those responsible for paying for repairs to their Property. It must be your private residence, or you rent it out (with you being the landlord). You need to confirm if your Property is a house or flat and whether you are a landlord when you apply. The Property must not be a mobile or park home, or a dedicated full time business premises such as: a hotel, multiple room B&B, factory, shop, office building or

pub. This contract only applies to properties located within the United Kingdom comprising England, Wales, Scotland and Northern Ireland (excluding Isle of Man and the Channel Islands). Please check that you do not have an arrangement elsewhere before taking out this Plan to avoid overlap with another provider. Your Gas Supply Pipe must be 35mm in diameter or less and not made of steel.

### **Renewal**

We will contact you before the Plan ends to arrange the renewal of the Plan and tell you your renewal price. Adjustments may also be made to reflect the cost of providing the Plan and any change in the rate of tax applicable to it. We reserve the right to refuse renewal of any individual Plan and we will inform you before the Plan expires if we choose to do so. Please check your renewal documents to ensure that all your details are correct. If the Plan is set to automatically renew; the Plan will continue under your existing payment method and new amount. If the Plan does not automatically renew; we will ask you to contact us in order to continue with the Plan and to provide your payment details. If you do not contact us the Plan will end. You can change if the Plan automatically renews or not at any time during the Plan period by calling us, writing to the Freepost address, through your online account or by visiting [homeserve.co.uk/autorenewal](https://homeserve.co.uk/autorenewal)

### **Changing your address**

If you move home and need to update your address, use your online account, call us or write to us (see 'Contact Us' section). You are responsible for informing HomeServe of a change of your address so we can assess if the Plan can be transferred to your new home.

### **Missing payment**

If you fail to make a payment for the Plan on the due date, the Plan will be suspended and you will not be entitled to any service(s) under this Plan. We will notify you in writing within 5 working days of the date on which a payment was due. If you do not pay the requested amount within 30 days of the due date, the Plan will be cancelled. You will remain liable for any due and outstanding payment for the period up to the date of cancellation.

## **Our Visit**

### **Parking restrictions**

When arranging your service(s), you will be asked if there are any parking restrictions including need for a parking ticket, a parking permit or inability to park within close proximity to your Property. Where no parking is available, this may affect your service being completed.

### **Creating access**

When our engineer arrives at your Property, if direct access is not available, they will need to create access. If you want them to proceed on this basis you will need to confirm this while they're at your Property. HomeServe will not be liable for any damage which may be caused to the Property, its contents, fixtures, fittings, floorings or sanitary ware, whilst the engineer attempts to create access (unless such damage is as a result of our engineer's negligence). If you do not want our engineer to create access, we will be unable to progress your service until you have arranged for access to be made.

## **Cancellation and Complaints**

### **How can you cancel**

If you wish to cancel the Plan; you (as the named Plan holder) or an authorised representative, must contact us (see 'Contact Us' section). You may cancel the Plan at any time and choose an appropriate cancellation date. Depending upon whether you have received the service(s) provided under this Plan, any refund (or amount owed by you) may be calculated as follows:

- We will refund any amount of the Fee you have paid as long as no work has been performed.
- If any work has been performed under this Plan, you will waive any statutory right to cancel the Plan and you will not receive a refund and must pay any remaining outstanding balance due.
- We will make three attempts to contact you to make an appointment after which there will be no refund.

### **How can HomeServe cancel**

HomeServe reserves the right to cancel the Plan prior to the service being carried out, by giving you at least 7 days' notice at your last known address. In these circumstances HomeServe will refund the amount of the Fee paid in full.

## How do I complain

Only the named Plan holder(s) or an authorised representative can make a formal complaint.

If you wish to register a complaint, please contact us in writing at the Freepost address, by calling us on the Customer Service number or by emailing [customerrelations@homeserve.co.uk](mailto:customerrelations@homeserve.co.uk) (see Contact Us section). Every effort will be made to resolve your complaint to your satisfaction as quickly as possible.

For more information on our Complaints Process please visit <https://www.homeserve.co.uk/about/frequently-asked-questions>

## Plan Period

The Plan will continue for a period of twelve months, unless it is cancelled by you or us before then. You have certain rights to cancel the Plan, and these are set out above under the heading 'How can you cancel'. Our cancellation rights are also set out under the headings 'How can HomeServe cancel' and 'Missing payment'.

## Contract Terms

### Your contract

This Plan is provided for you by HomeServe. If you need to contact HomeServe regarding the Plan, please call or write to us (See 'Contact Us' Section).

- 1 HomeServe will agree service standards for the delivery of services provided by the Plan.
- 2 HomeServe will collect the Fee in accordance with your instructions.
- 3 HomeServe may only amend these Terms and Conditions for legal or regulatory reasons. Where this change benefits you, we will make the change immediately and notify you within 28 days. In all other cases we will write to advise you of the change at least 28 days prior to any change taking effect. If the changes do not benefit you and you wish to cancel the Plan, you may do so, as outlined under the heading 'How can you cancel'.
- 4 HomeServe will write to you, if in the future it transfers in full or in part the arranging and administration of the Plan to another arranger and/or administrator, to confirm the details of the new provider and give you details of any changes to the Terms and Conditions of this service. You hereby authorise HomeServe to transfer data for the purposes set out above, including data defined as 'sensitive personal data' under the UK GDPR and the Data Protection Act 2018 and consent to the new arranger and/or administrator being able to offer continuation of service to you. If at any time you wish to withdraw your agreement to this, please let HomeServe know by calling us (See 'Contact Us' Section).

### The law that applies to this Plan

This agreement is governed by and construed in accordance with the laws of England and Wales. All correspondence will be in English. This Plan represents the entire agreement of the parties in relation to this Plan.

### Our Privacy Notice

Although our Privacy Notice does not form part of the contract between you and HomeServe Membership Limited, we recommend that you read our Privacy Notice, to understand how we collect and use your personal data and your data protection rights. Please see our Privacy Notice at:

<https://www.homeserve.co.uk/about/privacy-policy>

**This information can be provided in large print, in braille or as an audio version on request.**

## Contact us

### Customer Service number

0330 0247 999\*

### Message us

Speak to a member of our team\* on [homeserve.co.uk](https://homeserve.co.uk)

### Book your Boiler Service

**Call:** 0330 0247 999\*

**Visit:** [homeserve.co.uk/account](https://homeserve.co.uk/account)

### Freepost address

Freepost RLYC-LXAL-GEEH Customer Admin  
Department, HomeServe, Cable Drive, Walsall, WS2 7BN.

## Smell gas?

If you think you have a gas leak you **MUST** immediately call the National Gas Emergency Service on 0800 111 999.

The National Gas Emergency Service will attend your property and isolate the leak.

With an online account you can book your Boiler Service any time, from anywhere. Not set yours up yet? Take a minute to register for your MyHomeServe account by scanning the QR code, or visiting: [homeserve.co.uk/account](https://homeserve.co.uk/account)



Prefer to use an App?

View your product details, book your Boiler Service, check your appointments and call or chat with us in just a few clicks with the HomeServe app.



\*For enquiries, you can call or message us on weekdays from 8am to 8pm, Saturdays from 8am to 4pm and Sundays 10am to 4pm. Calls will cost you no more than the rate of a standard call and charges may vary depending on your network provider. Calls are recorded for quality control and training purposes.