

Oil Boiler Service Plan

Terms and Conditions

1. INTRODUCTION

- 1.1** It is important that you, as the consumer, read these Terms and Conditions thoroughly before committing to one of our contracts. By you, as the consumer, purchasing one of our service plans, it is assumed that you are comfortable with our terms of use.
- 1.2** We at OFF-GRID-HEATING LIMITED provide service plans for homeowners and landlords. We cannot and will not provide recommendations, it is your responsibility as the customer to ensure that the service plan that you have chosen meets your requirements. It is advised that you review your service plan and this terms and conditions documents to confirm that you are receiving a product that is fit for your use. If you feel anything is wrong or if any questions arise, you must contact OFF-GRID-HEATING LIMITED, immediately.

2 INTERPRETATION

2.1 For the purposes of this terms and conditions document, the following key words mean the following definitions:

- **Charges:** means the charges for the Services as specified in the Award Letter.
- **Contract:** means the agreement for the Service Plan.
- **Customer:** means the individual purchasing the Services specified.
- **Expiry Date:** means the date for expiry of the Agreement as set out in the Award Letter.
- **Key Personnel:** means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing.
- **Service:** means an annual health check to ensure that all products covered under the service plan agreement are in good working condition.
- **We/Us/Our:** means OFF-GRID-HEATING LIMITED, the company providing your service plan agreement.
- **Work:** means the Service, Repairs or both carried out by OFF-GRID-HEATING LIMITED as stated in the service plan agreement.
- **Working Day:** means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
- **You/Your:** means the individual purchasing the service plan agreement from us, OFF-GRID-HEATING LIMITED.

2.2 In these terms and conditions, unless the context otherwise requires:

2.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions:

2.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done:

2.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement:

2.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

2.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

3 OUR SERVICE CONTRACT CONDITIONS

3.1 CONTRACT PERIOD: The minimum contract period for service plans offered by OFF-GRID-HEATING LIMITED is 12 months, starting on a day chosen by you, the consumer. The service plan contract is only payable via direct debit with the consumer paying the first month's fee upfront and the remaining amount in 11 equal instalments thereafter.

3.2 PRICE CHANGES: The price of the service plan contracts offered by OFF-GRID-HEATING LIMITED if subject to change if the applicable tax rate is changed by the government, this change does not entitle you to cancel the contract, the payment for the minimum term of contract will still need to be settled. Alterations to the price of the service plan, if any, will be informed prior to the changes taking place and may occur based on, but are not essentially limited to, the actual cost of providing you as the consumer our service contract due to costs or the time of labour consumed.

3.3 PAYMENTS: The full monthly payments for the Service Plan are to be made through direct debit at the pre-arranged date, OFF-GRID-HEATING LIMITED do not accept any other forms of payment for this monthly charge. Failure to make the pre-arranged payments on the agreed date will incur an administration fee of £25.00. Failure to make payments on the agreed date gives us, OFF-GRID-HEATING LIMITED, the right to suspend delivery of any further services until the account is brought up to date.

If we, OFF-GRID-HEATING LIMITED, have provided a service to you and no payment has been made, you are required to settle the outstanding balance upon receipt of the invoice.

We, OFF-GRID-HEATING LIMITED, also hold the right to process payment for the outstanding balance with preauthorisation through a debit or credit card.

3.4 OUR ANNUAL SERVICE PLAN: All Service Plan agreements include an annual service visit. This is a visit conduct and arranged by ourselves, OFF-GRID-HEATING LIMITED, to check that all items included in the Service Plan agreement are in good functioning order.

We will check that Your boiler, its flue and ventilation are working in accordance with legal requirements and regulations, and We will analyse the combustion gases that Your boiler produces using a probe, where appropriate. We will disassemble Your boiler to clean it, if the tests indicate that this is necessary; this is to help make sure that they are safe and in good working order. We will also inspect your oil tank, oil line and fire valve and provide certification from our governing body, OFTEC. Your central heating will be serviced at the time of the visit if it is appropriately accessible, with your permission. If the filter starts to leak, or any issues arise, we will rectify the issue, however this will be chargeable at our standard rate and it would not be covered under the Service Plan Agreement.

Your agreement with us covers the cost of labour only for your appliance only and not the cost of any parts that We find need replacing during the inspection.

To arrange Your Annual Service visit, we will contact You via phone, email or text, three times. Should You not respond, we will assume that You don't wish to have an annual Service visit for that particular period of Contract, and We will move Your Annual Service visit due date to approximately the same time in the following Contract year. In these instances, we will not reimburse any of the Service Contract fees. You will still be entitled to have Your annual Service visit before the end of Your period of Contract, but You will need to contact Us to arrange an appointment.

If we attend and carry out a repair to your boiler, we will carry out the necessary checks on the same visit. We will not re-attend to service your boiler if we have carried out a repair on your boiler within the same contract year, within 1 month of your annual service.

3.5 RENEWALS: Unless expressly stated by you, the customer, by e-mail, post or telephone within a 28-day period that we provide before the date of expiry, we will assume that you are happy with the service plan agreement and that you wish to renew it for a further fixed one-year period. Prices are subject to change upon renewal, this can be on a general inflation basis and/or because we will have a better insight on what cover is needed to uphold your particular service plan, we reserve the right to alter prices to ensure a tailor made Service Agreement is made available to you.

3.6 MOVING HOME: If you, the customer, are moving home and wish for the Service Plan Agreement to be transferred to the new address, please contact us immediately, to update the changes. We will send an engineer to assess the requirements of the new property. It is most likely that we will transfer the existing Service Plan Agreement to the new address, however, in the event that your property requires a different Service Plan Agreement, it will be made available.

3.7 OUR SERVICE PLAN TERRITORIES: We, OFF-GRID-HEATING LIMITED, currently provide our Service Plan Agreements throughout the United Kingdom.

3.8 DOMESTIC USE: We don't differentiate between domestic and business use for the elements that are covered under our Service Plan Agreement, however, it must be noted here that we will only cover boilers up to 70KW on standard plans. Larger appliances will fall under a tailor-made service plan specific to your requirements.

3.9 OUR RESPONSIBILITIES: Any benefit provided by us, OFF-GRID-HEATING LIMITED, under this Service Plan Agreement shall be granted solely by Us and in every case shall be made only upon such terms and conditions as the company determine. For the avoidance of doubt, the limitation or the provision of the benefit shall only be made at Our absolute discretion.

3.10 GAINING ACCESS TO YOUR HOME: Engineers appointed by us, OFF-GRID-HEATING LIMITED, will only work at the property if there is an individual aged over 18 for the duration of the visit. It is your responsibility as the customer to provide access to the property, for the engineers appointed by us, OFF-GRID-HEATING LIMITED. If access is not granted, we will not be able to carry out the required work and another appointment would have to be booked at a later date. If for any reason, engineers appointed by us are not able to carry out work during the second visit as well, a fee of £80.00 will be charged. If we cannot gain access and no contact is made by you, the customer, the service plan agreement will continue to commence, even though the work has not been completed. If after several attempts, no contact has not been made, we may e-mail you to inform you that the Service Plan Agreement has been cancelled.

3.11 SAFETY ADVICE: We may advise You that permanent repairs or improvements are needed to help make sure Your appliance or system works safely (for example, to keep to OFTEC Regulations, such as upgrading Your ventilation to meet current standards). If You do not follow Our advice, Your Contract will continue to run, unless the Contract is cancelled.

3.12 SPARE PARTS: Our policy on spare parts, is to provide them by the next working day. However, this may not always be plausible, we will then attempt to arrange delivery of parts at the earliest date possible.

We may use other approved, used parts, or parts that have been reconditioned by the original manufacturer or approved third parties.

3.13 LABOUR: Either one of our own engineers or a suitably qualified sub-contractor will carry out the Work.

3.14 GUARANTEES PROVIDED: We guarantee Work for a period of 14 days from the date We completed the Work, subject to Our general terms and conditions. If You experience the same fault again within 14 days, any Fixed Fees/ Excess applicable will be waived. The rights in relation to any guarantee that We give You apply in addition to, and do not affect, Your legal rights under the Consumer Rights Act 2015, or any replacement legislation. You can get advice about Your rights, from the Citizens Advice Bureau or Trading Standards Department.

3.15 GOVERNING LAW: The terms and conditions for all Contracts are written in English and all correspondence will be in English. Your Contract is governed by the laws of England and Wales.

3.16 UPGRADES: Upgrades to the current elements that are covered by us are not covered under the Service Plan Agreement. We can still carry out work to upgrade your system but that is only provided on a pure quotation basis.

3.17 INTERNET CONTROLLED HEATING CONTROLS: We at OFF-GRID-HEATING LIMITED, currently do not cover any internet related heating systems through our Service Plan Agreement.

4 OUR GENERAL TERMS AND CONDITIONS

4.1 YOUR CANCELLATION RIGHTS: You may cancel this Contract within 14 calendar days of agreeing to the Contract by emailing us.

If You or We cancel the Contract within the first 14 days (Cancellation Period) and we have carried out any work, you, as the customer are liable to pay the labour and parts costs.

If you cancel this Service Plan Agreement after the first 14 calendar days for any other reason, you, as the customer will not be entitled to a refund of any monthly payments that you have made, and you must also pay to us, OFF-GRID-HEATING LIMITED, the remaining amount of monies owed on the Service Plan Agreement.

4.2 OUR CANCELLATION RIGHTS: We may cancel your Service Plan Agreement if you give us false information. The agreement may also be cancelled at our discretion for any given reason. Agreements may be cancelled when monthly payments are not made. We also reserve the right to cancel agreements based on your personal conduct i.e. if you prove to be physically or verbally abusive. In these circumstances You will not be entitled to a refund of the Monthly Payments You have paid, and You are liable to clear the remaining monies owed. We, OFF-GRID-HEATING LIMITED, usually send out pending cancellation notices via e-mail.

4.3 YOUR CANCELLATION RIGHTS: In order to make a claim, You or Your authorised representative must: Within 24 hours of the occurrence of the event, notify us. Where requested to do so, notify us in writing and submit a claim form and when requested to do so, and within 7 days of receiving such request, deliver to Us a written statement of all reasonable particulars and details of the appliance affected, the appliance's value, and the event, and provide all such documents, explanations and other evidence as may be reasonably required by Us. Unless all of the terms of this condition (as detailed above) are complied with, a claim under this Service Contract will not be payable.

4.4 SUBROGATION AND OBSERVANCE: If a claim arises as a result of the act or default of a third party, at the request and expense of us, OFF-GRID-HEATING LIMITED, you shall take and permit to be taken in its name, all necessary steps to enforce its rights against any such third party.

5 EXCLUSIONS WITHIN THE SERVICE AGREEMENT PLAN

5.1 DESIGN/EXISTING FAULTS: We will not carry out repairs if there are design faults, faults which existed before You entered into Your Contract with Us, faults which We identified on a previous visit or Contract at the property, or faults which We could not, using reasonable care or skill, identify on Our First Service or a repair call out. For example, this would apply to pipes buried under concrete floors, or any pipes that do not have acceptable pipe protection (acceptable pipe protection for pipes under floors is factory sheathed, soft copper laid through plastic ducting). Joints should not be located in the plastic ducting / sleeve, and the pipes should be installed according to the manufacturer's instructions.

5.2 ACCIDENTAL DAMAGE, THIRD PARTY DAMAGE and DAMAGE BY RISK TAKING: We will not be liable for any costs that rise due to any work carried out on the elements covered by the service plan agreement, regardless of whether the work by the third party was advised by us, OFF-GRID-HEATING LIMITED. We, OFF-GRID-HEATING LIMITED, will not cover any accidental damage or damage caused by DIY work either by yourself or any other persons.

5.3 ALL OTHER LOSSES OR DAMAGES: We, OFF-GRID-HEATING LIMITED, will not be held liable for any cost or expense, that may have arisen due to us, OFF-GRID-HEATING LIMITED, carrying out work at your property, unless caused by our due negligence. We, OFF-GRID-HEATING LIMITED, will also not be held liable for any damaged that may be caused due to breakdown of any elements covered under the Service Plan Agreement.

5.4 MAKING GOOD: We will not be responsible for making good any damage necessary that We have caused in order to carry out any repair or maintenance in order to meet Our obligations under this Contract. For example, filling in holes. We will not be held liable for redecoration. We, OFF-GRID-HEATING LIMITED, however will cover up an holes made for installation of the flue. We, OFF-GRID-HEATING LIMITED, outsource jobs where a component is not accessible, i.e. pipes buried under concrete. It is the customer's responsibility to ensure the monies owed are paid upon completion of the job, to the third party.

5.5 APPROVED EQUIPMENT: For certain items We keep an approved list, we only carry out Work on systems and appliances which are on Our approved list.

5.6 THIRD PARTIES: This Service Plan Agreement is between you, the customer and us, OFF-GRID-HEATING LIMITED. IT is not for the of any others and cannot be passed on without our written confirmation. However, if you are a landlord, a tenant can arrange an appointment on your behalf.

5.7 GENERAL EXCLUSIONS: We will not include the following (general exclusions):

- Any costs to gain access to Your system, built in appliance, built or buried pipework (inside or outside Your Home) or wires to make a repair and then make good (see section 5.4). We do not include the cost of getting to Your appliance or system, if it is not accessible.
- If You log a claim and then delay Us carrying out the repair for longer than five days, either because nobody is available to meet Our engineer or We are unable to contact You, your claim will become invalid and declined.
- Dripping taps on central heating filling loops that only leak when in use.
- Repairing faults deemed intermittent or recurring.

- Upgrades that are required to improve Your boiler, central heating, plumbing drains or electric system due to poor access or poor condition.
- Replacing or repairing parts that do not affect how Your boiler, central heating, plumbing, drains or electric system works, or decorative or specialist parts.
- Removing asbestos associated with repairing the boiler, central heating or plumbing system. When You have had any asbestos removed, You must give Us a clean air certificate before We will do any further Work at Your property. By law, the person who removes the asbestos must give You a clean air certificate.
- Cash alternatives instead of a Service or Work.
- Corrosion or any parts that have corroded.
- Repairing or replacing any steel, lead or iron pipes.
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services.
- Beginning or continuing services where We reasonably consider that there is a health and safety risk, including the presence of dangerous materials, infestations, or harassment of Our staff (including verbal or physical abuse). We will not start Work again until there is no longer a risk to health and safety.
- Repairs where parts are no longer available.
- Any maintenance or repair of Your boiler, central heating or plumbing system which is covered under the manufacturer's guarantee.
- Utility service connections, electricity cables.
- Any damage to drains or other underground services caused by tree roots.
- Any equipment not situated in the Home.
- Any contribution towards a replacement boiler or other item.
- Faults that occur for anything other than wear and tear of the item / system.
- Separate gas hot water heaters.
- Repairs to appliances, boilers, systems or parts where you cannot provide evidence that they have been maintained in accordance with manufacturers specifications/ instructions.
- Gas fires, solar panels or 'green' or 'renewable energy' systems.
- We, OFF-GRID-HEATING LIMITED, do not cover galvanised steel tanks, under our Service Plan Agreements.
- Unvented hot water cylinders and any of its associated valves, such as the temperature relief valves, pressure reducing valves or any other parts of an unvented system.
- Repairs or replacement of any filter or related device for removing sludge, scale or other debris from your central heating or plumbing system.
- Damage or faults that arise while your home is unoccupied.
- We do not repair Thermostatic Shower Taps, Shower Mixers and Shower Pumps.

5.8 BEYOND ECONOMIC REPAIR / WRITE OFF:

After an engineer appointed by Us has attended and diagnosed the problem, We will calculate the total cost of repair including parts and labour, where discussed with the customer, (including VAT) required to repair the boiler or appliance by Us using reputable suppliers.

For boilers and appliances that are under seven years old, if the total cost of repair exceeds 60% of the current retail price (including VAT) of a suitable replacement boiler, through leading UK suppliers, it may be deemed to be beyond economical repair and we will be unable to complete the repair.

For boilers and appliances that are over 7 years old, if the total cost of repair exceeds 40% of the current retail price (including VAT) of a suitable replacement boiler, through leading UK suppliers, it will be deemed to be beyond economical repair and We will be unable to complete the repair. In this scenario the customer will be given a quote for the purchase and installation of a new boiler, we, OFF-GRID-HEATING LIMITED, will not contribute towards this cost. The current Service Plan Agreement will carry on for the new boiler.

If We deem that your boiler or appliance needs to be written off, we will advise you that you require a new boiler.

6 YOUR BOILER

6.1 CENTRAL HEATING SYSTEMS: Call outs, Labour, parts and materials are not included in repairing or rectifying the breakdown of Your domestic central heating system not involved with your boiler or controls.

This does not include valves, pumps and expansion vessels and associated parts. These will be supplied and fitted on a parts only cost basis.

6.8 BOILERS:

- Routine pressure issues arising from the inappropriate or inadequate care, non-maintenance or neglect of Your boiler and heating system as per the manufacturer's user instructions and safety guidelines. If You wish Us to re-pressurise Your boiler this can be done during a visit.
- Boiler repairs are limited to £250 equivalent labour charge at £45 per hour plus £60 call out fee, not including parts. In the first three months of Your Contract.
- Repairs to boilers or heating systems that have not been serviced in accordance with the manufacturer instructions by a qualified person within the preceding 12 months. You may be asked to provide proof at the time You report a fault.

7 LANDLORDS

This section is for the benefit of Landlords and Estate Agents. The following conditions are applicable to your Service Plan Agreement.

7.1 APPOINTMENT BOOKING BY TENANTS: If you are a Landlord you may permit your tenant to call us directly, on your behalf to arrange an appointment or to book a repair. However, if we are called out for anything apart from what is listed in your plan, you as the policyholder is liable for our costs.

- We will leave the tenant with a copy of the OFTEC Service Certificate (CD11), and send You a copy via email.
- If any of the appliances fail Our inspection, We will issue the OFTEC Service Certificate (CD11) and if necessary CD14 and include details of any faults found, and any remedial action taken (for example, disconnecting the appliance). It is Your responsibility to make sure that Your appliances are repaired or replaced at Your cost. Additional charges will apply for any future inspections and any confirmation of Safety, following the Work needed to meet regulations.

8 COMPLAINT

We will always aim to do Our best, however, there may be times when things go wrong. If You have a complaint about any part of Our Service, or Our products, please contact Us by phone or write to Us, by email using the contact details specified in this document. See Section 9 – Contact Details.

This is a Service agreement and not an insurance policy. Any benefit You receive from this Service Contract will be at Our absolute sole discretion. This means that this Service Contract falls outside the remit of the Financial Conduct Authority (FCA). Any complaints You make to Us will be governed by the following applicable law:

This Service Contract may only be relied on and enforced by Us and You, and shall not be directly or indirectly enforceable by any third party under the Contracts (Right of Third Parties) Act 1999 or otherwise. This Service Contract shall in all respects be governed by and construed in accordance with the laws of England and Wales and, subject to the terms of this clause, any disputes arising between the parties under this Contract shall be referred to the exclusive jurisdiction of the courts of England and Wales, unless the protected Home is located in Scotland, in which case the law of Scotland shall apply.

9 CONTACT DETAILS

ADDRESS

OFF-GRID-HEATING LIMITED,
6 Opulus Way,
Monmouth NP25 5UW

EMAIL

info@off-grid-heating.co.uk

Our office opening hours are Monday to Friday 9.00am – 5.00pm.

10 HOW WE USE YOUR PERSONAL INFORMATION

This section explains how We use the information, including sensitive information that We collect about You when You buy a plan from Us. We will tell You if there are any significant changes to the information We collect and how We use it. We may use information about You to do the following:

- Provide You with the services You have asked for (which may include loyalty and incentive schemes We may run from time to time)
- Offer You accounts, services and products from Us. To help us make these offers We may use an automatic scoring system.
- Help run, and contact You about improving the way We run any accounts, services and products We have provided in the past, we are providing now, or may provide in the future.
- Create statistics, test computer systems and analyse customer information (including using information about what You buy from Us)
- Create profiles and marketing opportunities (where Your explicit consent has been given to Us)
- Help maintain Your, and the members of Your family or households, health, safety and security
- As part of the process of selling one or more of Our businesses
- If We have been asked to provide information for legal or regulatory purposes (for example, by Ofgem or a lawyer)
- As part of current or future legal action
- As part of government data-sharing initiatives; for example, those designed to help stop fuel poverty (where people cannot afford to pay for heating and electricity)
- To help manage any loyalty or rewards schemes.
- If You do not pay Your Monthly Payments, we may transfer Your debt to another organisation and give them details about You.
- Help train Our staff.
- We may also monitor and record any communication We have with You, including phone conversations and emails, to make sure that We are providing a good Service and meeting Our regulatory and legal responsibilities.
- When We contact You, we may use any information We hold about You to do so. As a result, we may contact You by email, phone, text message or other forms of electronic communications, or by visiting You.

- If We contact You to tell You about any offers, we will only do so if You have given Us explicit consent to do so. This will be in line with Your preference of communication with Us for marketing purposes. You can ask Us not to send You any information on Our offers at any time by contacting Us and giving Us Your account details.
- If You give Us information on behalf of someone else, you confirm You have given them the information set out in this document, and that they have given permission for Us to use their personal information in the way We have described in this section. If You give Us sensitive information about You or other people (such as health details or details of any criminal convictions of members of Your household), You agree (and confirm that the person the information is about has agreed) that We can use this information in the way set out in this document.

You are entitled to have a copy of the information We hold about You and to have any inaccurate information corrected. We charge a £10 administration fee for this service to cover our costs, this must be paid prior to the request being fulfilled. For more information about this, please contact Our Privacy Team by emailing us at the email address provided in Section 9 – Contact Details.

Last updated 14/11/2020