

16/08/2023

Terms and conditions

1. Definitions used in your Terms & Conditions

Wherever the following words and phrases appear they will have the following meaning:

1. Agreement: Means each agreement you have with us.

1.2 Annual Service: For plans that include an annual service, means we undertake in each period of agreement to check the elements included in your plan are safe and in good working order. Further details are in the General conditions section.

1.3 Subject to engineers visit: Means that the engineer attending will decide a course of action by using the terms and conditions and his/her expertise to provide you with an informed choice of action. This action will be documented and you will be provided with a detailed report.

1.4 Initial Inspection: Means that this is the first time we would have seen your system for the purposes of providing cover. In order for us to cover it we would need to inspect it all to check safe functioning. The Engineer will provide an Initial inspection report on completion, this may include some exclusions from the Service Plan or we can provide a quotation for works to bring the system up to a serviceable standard.

1.5 Plan: Means the agreement you have with us normally referred to as a plan.

1.6 Period of Agreement: Means the length of agreement shown on your plan. Your agreement begins from the date of your initial inspection for a 12-month period, if you have multiple plans then we would align the dates together so your plans would renew at the same time.

1.7 Our/us/we: Means Heatwave Solutions which is the provider of the Plan/Agreements.

1.8 Power-flush: Means a product available for purchase that is designed to remove sludge and other waste from central heating systems. Further details are in the 'other products and services section'.

1.9 Magnacleanse: Means a product available for purchase that is designed to remove sludge from central heating systems. This is a less aggressive clean than a power-flush.

1.10 System Filters: Means central heating filters and scale inhibitors that can be fitted at a cost to your system that will maintain the cleanliness of your system and prolonging the life of your boiler.

1.11 System: Includes your pipework, radiators, expansion vessel, heating pump and associated valves.

1.12 Statement: Means a written letter you receive from us that confirms the products you hold, the price of your plan and duration and any additional Add-on, such as an unvented cylinder.

1.13 Appliance: This refers the main heating source within the property such as a Boiler responsible for heating the house and/or hot water.

2. General Conditions that apply to all agreements

2.1 Periods of Agreement

Your agreement begins from the date of your initial inspection for a 12-month period. If you have multiple plans then we would align the dates together so your plans would renew at the same time.

2.2 Hours of Cover

The hours of cover are Monday to Friday 8am to 5pm

2.3 Servicing Periods

Boiler services are to be carried out between 1st April and 31st August each year.

2.4 Price and Price Changes

We reserve the right to amend the costs of our plans at any time during your contract. We will always notify you about any changes to your price and direct debit payments with a minimum of 1 month's notice

2.5 Payments

You can choose to pay by direct debit monthly or annually. If you choose to pay by credit card or debit card then you will need to pay for the full annual cover.

2.6 Renewals

If you pay by direct debit, your plan will automatically renew on the rolling Direct Debit that has been set up unless you tell us otherwise. If you pay annually, we will aim to contact you prior to your renewal date. Your start date will be the day of your initial inspection and renewal will be the anniversary of this date.

2.7 Domestic use

Agreements are only available for appliances and systems used inside your home for domestic purposes. External oil boilers are also covered. If you own a domestic property which you let out, you can hold our agreements for your tenanted property.

2.8 Service coverage

Heatwave Solutions Ltd are a Romsey based company with our operation covering an area of 20-miles around the centre of Romsey's SO51 postcode area. If you live outside of this area, please confirm coverage with our office before applying. There may also be an extension to our 48hr response time if you live outside our main area.

2.9 Our responsibilities

We will meet our responsibilities under your agreement within a reasonable time unless it is impossible because of circumstances out of our control. If we are unable to meet our responsibilities, we will notify you as soon as possible confirming the reasons why and provide you with an alternative time when we expect we can satisfy our obligation to you. We reserve the right to amend our Service Plan T&Cs at any time and keep them updated on our website.

2.10 Annual service

As a service plan customer irrespective of the level of cover, you are entitled to an annual service of your boiler and a visual check of your system. We will send you a service reminder via email. It is your responsibility to ensure you book your service date. We reserve the right to alter the service date due to operational reasons. If you have system filters then we will also clean them out providing they are accessible and in a serviceable condition. Our engineers will always advise if anything needs

to be improved on with your boiler and system. You will be provided with an electronic copy of the service report either emailed direct to you or posted whichever you prefer.

2.11 Spare parts

Our engineers carry a comprehensive van stock and will endeavour to get you up and running. We will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts or parts that have been reconditioned by approved suppliers. If parts are limited or obsolete for your boiler our engineers will advise accordingly. Parts fitted will be a suitable equivalent but not necessarily like for like.

2.12 Safety

We may advise you that permanent repairs or improvements are needed to help ensure your appliance or system works safely (for example, to comply with gas safety regulations, such as upgrading ventilation to meet current standards). If you do not follow our advice, it may mean that we are unable to fulfil our obligations to you under your agreement. In this case we would continue to run your agreement unless you tell us you would like to cancel or if we cancel (see your rights to cancel and our cancellation rights)

2.13 Reasonable time frames

We will carry out any repairs or visits you are entitled to within a reasonable time, unless something beyond our control makes that impossible, in which case we let you know as soon as possible and give you another time frame when we can visit.

2.14 Labour

One of our engineers will usually carry out the work. In some cases, we may authorise a suitable qualified contractor to carry out the work. All of our staff and contractors carry an identity card. All labour charges will be based on £80 plus VAT per hour.

2.15 Guarantees

We guarantee to make good any faulty parts and or defective workmanship for a period of 12 months from the date we completed your repair. The rights in relation to any guarantee we give you are in addition to, and do not affect your legal rights under the Sale of Goods Act 1979 and Supply of Goods Act 1982.

2.16 Moving Home

We cannot transfer your Service Plan to your new address or transfer it to the buyer of your property. A new plan can be taken out with an initial inspection undertaken. Any payments made will not be liable for refund in these circumstances.

2.17 Initial Inspection

This is your first inspection to check whether your boiler and system is suitable for cover. Acceptance on to the plan is subject to the engineer's visit. We will inspect your appliances / controls / gas or oil central heating system (depending on the indicated plan chosen). We will normally carry out your initial inspection within 30 days of application. If you are not accepted onto the service plan there will be no charge for the inspection. If you are accepted but you decide not to join, our standard and current appliance service charge will apply.

2.18 Plan Cover limit

Our plans cover the cost of replacement parts and associated labour charges up to a maximum of £750 during the 12-month period of cover commencing from the date of the initial inspection.

3. General Conditions – Cancellations

3.1 Your Cancellation Rights

You may cancel any agreement you have with us at any time providing you notify us by calling 01794 651123 or by writing to us at Heatwave Solutions Ltd, Unit 43 Romsey Industrial Estate, Greatbridge Road, Romsey SO51 0HR. Cancelling your direct debit with us will not cancel your agreement with us.

If you cancel within the first 14 days (starting from the day after you receive written confirmation of your agreement with us) we will give you a full refund of any monies you have paid, unless we have completed an initial inspection or carried out a repair in which case cancellation charges will apply. (See section 3.2)

If you cancel after the first 14 days (starting from the day after you receive written confirmation of your agreement with us) No refund will be given and if work has been carried out then cancellation charges may apply (see section 3.2)

3.2 Cancellation Charges

If you cancel any agreement you have with us part way through your period of that agreement and you have had work completed, we may charge you a contribution towards the costs we have incurred but not yet recovered.

3.3 Our Cancellation Rights

We reserve the right to cancel a policy at any time. Reasons for cancellation include but are not limited to: –

- If you have given us false information.
- If you do not make an agreed payment.
- We find something wrong at the initial inspection.
- Where there are health and safety issues.
- Your appliance is on the approved list containing asbestos.
- You do not provide us with access to your property when required.
- We are not reasonably able to find parts for your appliance or system.
- Permanent repairs or improvements we tell you are required are not completed.
- If our Employee Protection policy is deemed breached (see Section 13)

If we cancel at the initial inspection, we will give you a refund of any money you have paid less for any work carried out.

3.4 Broken Appointments

We reserve the right to charge for either a broken appointment or if we are unable to gain access. This charge is £48 plus VAT.

Neither party is responsible for any failure to perform its obligations under this contract if it is prevented or delayed in performing those obligations by an event of force majeure.

4. General exclusions that apply to all agreements

4.1 Design or existing faults

We will not be responsible for the cost of repairs or gaining access to make repairs where there are

design faults (unless we are responsible). Faults which existed before you entered into your agreement with us or faults which we could not, using reasonable care and skill, identify on your Initial Inspection of your system or appliance. For example, pipes or cables buried under floors that have been installed incorrectly or without wrapping or movement protection.

4.2 Accidental damage/Third-party damage/damage from intentional risk taking

We are not responsible for loss or damage to your property caused by the gas/oil appliance breaking down; for example, damage to furniture caused by water leaks. If we have to dig on your property, we will fill any holes in etc. but would not replace the original surface of construction. Any re-decoration needed following our work is your responsibility. Where work is undertaken on your system or appliance by a third party, whether or not following our advice, which results in damage to that or another part of your system as a result of poor workmanship, the repair of such damage will be excluded from your system.

4.3 Risks normally insured under household or other insurances

Except and only to the extent specifically stated as being included under your agreement, we will not include the repairing of faults or damage or replacement of appliances or systems caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. You should check your household insurance to make sure you have cover for these types of risks.

4.4 Third – party rights

Nobody other than the plan member will be able to benefit from your agreement, which cannot be passed to someone else without our written consent.

5. Service Plan Agreements

The Service Plan agreements are only for domestic use. They cover Natural gas, LPG, Oil appliances/systems. Listed in this section is each plan of what the cover includes and what is excluded.

Items that can be added to your plan for an additional monthly fee are referred to as Add-ons; these are: unvented cylinder up to 210ltrs capacity; landlord safety inspection (to be carried out at time of service). The additional cost for either is listed in the relevant sections.

5.1 Gas 1/Oil 1

This is a service only plan and does not cover any repairs to the appliance. The appliance will be serviced annually from usually the initial date you were taken on cover. A service reminder will be sent out to you, but we are not obligated to remind you of when your service is due. It is your responsibility to pre book your service date.

Plan 1 covers Natural Gas, LPG and Oil

The cost of the plan is as follows:

- Natural Gas /LPG £9.00 per month. Annual cost £108.00
- Oil £13.00 per month. Annual cost £156.00
- The appliance will be serviced in line with Manufacturers instruction and or British Industry Standards. If the engineer finds faults with the appliance, then they can provide a quote for works that may be needed in order to keep the appliance serviceable and safe. You are not obliged to accept a quote and can get the repairs done by a qualified third party (see section 6.2)
- Oil Boilers will have the nozzle replaced which is included in the cost. As the oil hose to the burner may need to be changed depending on age and condition then there will be an additional charge for the cost of this item.

- The engineer will check that associated controls are operating correctly and that the appliance is operating safely before leaving. The engineer is not obliged to check radiators/ pipework other than what is required during service checks.
- If you have system filters fitted that are accessible, then we will also clean them out as part of the service. Our engineer will always advise if anything needs to be improved on your boiler or system. You will be provided with an electronic copy of the service report either emailed or posted, whichever you prefer.
- You will be provided with documentation to prove the appliance has been serviced and is operating safely. This can be provided as a manual copy if required or an electronic via email. For Landlords Gas Safety Certificate (CP12) this also applies.

5.2 Gas 2/Oil 2

This is including everything covered within Plan 1 with the added benefits of boiler repairs including parts and labour but excluding smart controls.

This is a maintenance plan that covers the appliance only. The appliance will be serviced annually from usually the Initial date you were taken on the cover. A service reminder will be sent out to you, but we are not obligated to remind you of when your service is due. It is your responsibility to pre book your service date.

Plan 2 covers Natural Gas, LPG, Oil appliances.

The cost of the plan is as follows:

- Natural Gas /LPG £18.00 per month. Annual cost £216.00
- Oil £22.00 per month. Annual cost £264.00
- Unlimited call outs and free parts and labour up to a value of £750 for the 12-month period. Parts fitted will be a suitable equivalent but not necessarily like for like.
- £200 discount off a new boiler supplied and fitted by Heatwave Solutions Ltd.

5.3 Gas 3/Oil 3

This is including everything covered within the Plan 1 with the added benefits of heating system cover including parts and labour but excluding unvented cylinders, and controls cover but excluding smart controls.

This is a service and maintenance plan and covers any repairs to the appliance and system on a typical system with a maximum of 3 zones (1 hot water & 2 heating). The system is defined as any exposed pipework that is accessible; radiators (up to 15), controls, heating pumps and associated valves. Gravity cylinders up to 170ltrs are included in the Plan 3, unvented cylinders and associated components are not covered in this plan unless it is added as an Add-on, which is an additional £6.00 per month.

Plan 3 covers Natural Gas, LPG, Oil appliances.

The cost of the plan is as follows

- Natural Gas /LPG £22.00 per month. Annual cost £264.00
- Oil £28.00 per month. Annual cost £336.00
- Unlimited call outs and free Parts and Labour up to a value of £750 for the 12-month period. Parts fitted will be a suitable equivalent but not necessarily like for like.

5.4 Gas 4/Oil 4

This is including everything covered within Plan 2 and 3.

Plan 4 covers Natural Gas, LPG, Oil appliances.

The cost of the plan is as follows:

- Natural Gas /LPG £30.00 per month. Annual cost £360.00
- Oil £35.00 per month. Annual cost £420.00
- Free Parts and Labour up to a value of £750 for the 12-month period. Parts fitted will be a suitable equivalent but not necessarily like for like.
- £250 discount off a new boiler supplied and fitted by Heatwave Solutions Ltd.

5.5 Unvented Cylinder and Service

This is a plan to cover unvented cylinders and associated controls up to a maximum of 210 litres. It can be as an Add-on to additional plans. The appliance will be serviced in line with Manufacturers instruction and or British Industry Standards.

The cost of the plan is as follows:

£6 per month. Annual cost £72

The plan covers the following:

- Annual service of the cylinder and check of the controls.
- If the unvented cylinder is found to be leaking and unrepairable, Heatwave Solutions will contribute up to £200 to the value of the cylinder.
- Replacement cylinder if the leak is unrepairable.
- Parts fitted will be a suitable equivalent but not necessarily like for like.
- Re-charging of the expansion vessel or air gap.
- Replacement of controls and associated valves up to an annual cost of £200.
- Replacement of controls and associated valves.

5.6 Service Plan Exclusions

The following are not included or covered;

- Removing hard water or sludge from your system or appliance
- Repairing damage caused by scale, sludge or other debris
- Repairing any pipework buried in screed or concrete.
- Repairing or replacing appliance flues or flue terminals that are not part of the flue system, other than room sealed appliance flues up to 1m in length.
- No Primary or Secondary Heat Exchangers.
- Vertical flues are not covered.
- Oil Boiler buried fuel lines are not covered.
- Underfloor heating and its controls are not covered.
- HVAC systems and air/ground source heat pumps are not covered.
- Thermal stores are not covered.

- Warm Air units are not covered.
- Any component that has been picked up from the initial inspection by the engineer that has been deemed not up to standard and is on your excluded report.
- The gas supply pipe to your appliances is not covered under any of our agreements. Any work required to trace & repair or fix the supply pipe will be chargeable work
- Obsolete controls or un-specified wiring centres.
- Designer or non-standard radiators are excluded (customer can pay the difference to replace)
- Cold water storage tanks including F&E tanks are not included in the plan.
- The replacement or maintenance of bulk fuel storage tanks or regulators and hoses.
- External condensate pipes or soakaways including their defrosting. Internal pipes maybe covered so long as they are accessible.
- Sacrificial anodes are not covered even if the cylinder is on cover.
- Smart heating controls are not covered in the plans.
- Smart TRVs are not covered (all brands)
- Programmers integral to the boiler are not covered under Plan 2.
- Parts for showers, shower pumps, sanitaryware, baths and taps.
- Any drainage related pipes.
- Any part that boosts the mains water supply including booster sets and pumps.
- Water softeners, water filters and waste disposal units.
- Damage caused to any parts of the system by salt softened water.
- Taps that deliver boiling water or filtered.
- Water pipes between your home and any detached-out buildings on your property.
- Swimming pools, fountains, ponds, water features.
- Garden irrigation, free standing garden taps and pipes running to them.
- Rainwater pipes and guttering.
- Frozen pipes that need defrosting where there is no other damage.
- Any water supply that doesn't supply your home.
- Any pipes buried under solid floors or concealed in the walls/voids.
- Repair or replacement of electrical elements in radiators
- Replacing or topping up your system inhibitor unless we've removed it.
- Resetting your controls after a power cut or surge.
- Replacing the batteries within controls.
- If the cold mains can't be isolated from the stopcock or at the mains from the street.
- Water meters.

5.6 (Continued) – Specific Oil Boiler Exclusions:

- Immersion heaters/elements
- The mains water supply pipe to the property.
- Making good any access created to repair leaks.

- Any electronic devices that detect leaks or isolate water or are lime scale inhibitors.
- Plumbing in outbuildings.
- 3rd party influences/companies created faults or damage.
- Decorative/superficial issues are not covered.
- Any system alterations i.e. new radiators or controls fitted since the initial inspection may not be covered until we have checked suitability.
- Any faults that happen within the first 14 days of the product start date.
- Your plan does not include cover for any inherent faults or design faults that: were already there when your boiler, appliance or system was installed; existed when you first took out the product.
- Upgrades that you may want to have carried out to improve your appliance/system.
- Replacing or repairing parts that do not affect how the appliance/system works or decorative or specialist parts.
- Altering control times or temperatures (for example, thermostats and programmers following changes due to winter or summer)
- Removing asbestos associated with repairing the appliance/system. When you have had 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 the clean air certificate. We do not provide any asbestos testing procedures or cover their costs.
- Cash alternatives for service or repair.
- Repairing or replacing any lead, steel or central heating iron pipes.
- The cost of repairing damage or breakdowns caused by changes to or problems with the gas, electricity or water services.
- Commencing and/or continuing services where we reasonably consider that there is a Health & Safety risk including: the presence of; hazardous materials; infestations; or harassment of our staff including verbal or physical abuse. We will not recommence work until the risk has been rectified to our satisfaction.
- Neither party is responsible for any failure to perform its obligations under this contract if it is prevented or delayed in performing those obligations by an event of force majeure, i.e. fire, floods, storms, war, invasion, or infrastructure failure).
- Heatwave Solutions reserve the right to charge for no-access visits. (See 3.4)
- Replacement of oil hoses
- Replacement of oil filters
- Oil line and its associated fittings and fixtures including – tiger loops, fire valve and filter housing.
- Any damage caused by an oil spill or leak.
- Any issue arising from contamination of the fuel system, i.e. water ingress.
- Contamination of the appliance fuel supply

6. Priority Call Out / Out of Hours Response

We do not offer an out of hours service and our phones are only manned between the hours of 8am and 5pm Monday to Friday.

Priority call-outs will be given to Service Plan customers and we will endeavour to get to you within 48hrs of the initial contact made. Response times can vary during peak times.

7. Gaining access to your property

- You are responsible for arranging appointments with us.
- You are responsible for providing us access to your home at the time of the appointment. We cannot carry out the work if we are unable to gain access to your home. In this event we will notify you by email.
- If you wish to arrange another appointment, it is your responsibility to do so and to provide us access to your home at an agreed time and date.
- If you fail to give us access to your home on two consecutive occasions, we reserve the right to charge you for each and every subsequent visit that relates to this particular fault or service.
- If you fail to give us access to your home on two consecutive occasions to conduct a safety and maintenance inspection, we reserve the right to charge you for any subsequent visits in relation to this service and/or cancel your contract.
- In the event your contract is cancelled for failure to provide us access, you will not be entitled for a refund for any payments made to us.
- Our engineers will only work on your property if there is someone 18 years or older present at the time of the visit. If there is no one over 18 present at the time of the visit and we are unable to carry out the planned works, it is your responsibility to re-book the appointment.

8. Landlord Services

Landlords who let out properties for domestic purposes can purchase any of our plans/agreements. If you purchase one of the plans then the appliance that is covered will be serviced and maintained on an annual basis. All other appliances within the property will be safety checked in accordance with Gas Safety (Installation & Use) Regulations 1998 as amended.

9. Landlords Gas Safety Record (CP12)

A Gas Safety Record (CP12) which will contain details of all gas appliances checked by our engineer will be issued. This will be sent electronically via email to the Landlord and tenant if required. Alternatively, a manual copy can be left with the tenant if only requested to do so. month and is for domestic properties. It does not cover any thatched property or commercial premises.

10. Complaints

We will always do our best but unfortunately there maybe times where things can go wrong. If you have a complaint about any one of our service products, please telephone us on 01794 651123 or write to us at Heatwave Solutions Ltd, Unit 43, Romsey Industrial Estate, Greatbridge Road, Romsey SO51 0HR. Alternatively, email us at info@heatwaveonline.co.uk. We will deal with your complaint immediately and keep you informed of the progress of our investigation.

11. Using your personal information

Information you provide or we hold (whether or not under any of our agreements) maybe used by us, or our employees or agents to:

- Identify you when you phone us
- Help run any accounts, services and products offered by our company now or in the future
- Help us to detect fraud or loss
- Write to, email or phone you with information about the services and products we offer

We will not contact you in this way if you have previously told us not to do so.

12. Other Products and Services

12.1 Powerflush

You can purchase a powerflush to remove sludge and other waste from your central heating system. This is chargeable work and a quote can be provided by the engineer/office. This is a more aggressive clean than the Magnacleanse and is designed for dirtier systems or blockages. There is no guarantee that a power flush will clear all blockages, but this will be assessed on site by the engineer and you will be advised prior to work starting. Water samples of the system may need to be taken.

12.2 Magnacleanse

You can purchase a magnacleanse to remove sludge from the central heating system. This is chargeable work and a quote can be provided by the engineer/office. This is a milder clean and is less aggressive than the powerflush but still effective. If a Central heating filter is not fitted it is strongly recommended to get one fitted after any cleaning of the system.

12.3 System Filters and Scale Inhibitors

Our engineers will always give the best advice to keep your system maintained. We can offer a number of products to help protect your system. Once we have installed the filters then we would clean but not replace them at every annual service.

12.4 Condensate Pipe

You can purchase trace heating kits/frost protection to help protect your condensate pipe from freezing during harsh weather conditions. A quote for the works can be provided by the engineer/office. If your condensate pipe needs upgrading/upsizing or insulating then the engineer will advise you on the initial inspection.

12.5 Remote Heating Controls

You can purchase remote heating controls to enable you to control your heating system remotely via your smartphone.

13. Employee Protection Policy

We are committed to providing a professional and fair service to everyone we work with and in return we ask that customers respect our staff. We won't tolerate threatening, abusive or violent behaviour. Under these circumstances, no member of staff should be required to or feel obliged to deal with any customer either face to face, over the phone or in correspondence.

Examples of this include (but are not exhaustive):

- Communication that we consider to be unreasonably demanding, or unreasonably persistent in its frequency, type and nature. By this we mean face to face, telephone, online or through social media.
- Inflammatory/derogatory statements, remarks of a racial, xenophobia or discriminatory nature and unsubstantiated allegations.

- Violent behaviour – physical contact made in an aggressive or threatening manner. This includes: pushing; jostling; kicking; punching; physical restraint; sexual assault; spitting and use of weapons
- Threatening behaviour – words or actions that cause a person to be concerned for their safety, the safety of colleagues, or the safety of their property. This includes visual threats or gestures; aggressive stance; sexually explicit or threatening language or body language; abusive phone calls; on-line bullying, use of aggressive dogs and obstruction or aggressive use of vehicles.
- Abusive behaviour – words or actions that cause a person to feel harassed, intimidated or distressed. This includes: offensive gestures; aggressive stance; abusive, provocative or obscene language and inappropriate use of social media.
- Wilful damage to property – this includes: buildings; fixtures; fittings; equipment and vehicles.

If you have any questions, or you would like to find out more about these terms and conditions you can contact us at:

Heatwave Solutions Ltd
Unit 43 Romsey Industrial Estate
Greatbridge Road
Romsey
SO51 0HR
01794 651123
info@heatwaveonline.co.uk