

General Terms and Conditions



Worcester Bosch
Boiler Installations



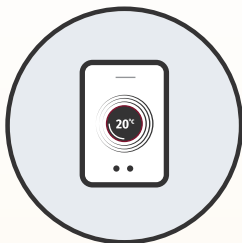
Boiler & Central Heating
Care Plans



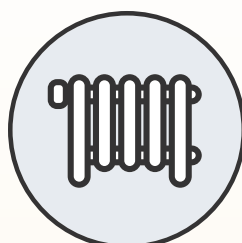
Boiler Servicing
& Repairs



Boiler Finance



Smart Controls



Central Heating
Installations



General Plumbing



Plumbing Repairs



Terms and Conditions of Service

These Terms and Conditions are a legal document that will bind us both. We've tried to make them both clear and fair, but if there is anything You don't understand or are unsure about, please discuss it with Us before placing Your order.

About these Terms and Conditions

Section A sets out the definitions used throughout these Terms and Conditions.

Section B relates only to Care Plans.

Section C relates only to works (e.g. installations and repairs) that aren't covered by any Care Plan(s) that You might have with Us.

Section D applies to all works carried out by Us for You, whether under one of Our Care Plans or not.

Section A - Definitions

- a. 'Website' refers to the latest version of the Warm for Life website as amended by any information We supply to You before or after You apply for Your Plan(s) or accept Our Quote for any Services. (We will give You at least 14 days' notice of our intentions to make changes to Your Plan(s) including Your Plan Fees and Call-Out Fees. Any increase in charges will only be implemented in the month after we carry out your next regular boiler service.)
- b. 'Call-Out Fees' means the per incident fees payable, as shown in the Website, in respect of any maintenance callouts under Your Plan(s). These fees are payable in addition to the monthly fee for the Plan(s) shown in the Website.
- c. 'Fees' means the fees payable to Us by You for the provision of the Works as set out in the Website (including Call-Out Fees) or Our Quote, as applicable.
- d. 'Plan(s)' means the service or maintenance care plan(s), described in the Website which You have made a successful application to become a member of, and in respect of which Your membership hasn't been terminated.
- e. 'Quote' means any quote which We issue to You and You accept, as well as any changes to that Quote which We and You agree or confirm in writing or by email.
- f. 'We' 'Us' and 'Our' refers to Warm For Life Ltd which has an office at 184 Queens Road, Beeston, Nottingham NG9 2FF.
- g. 'Works' means the works to be carried out by Us for You, in accordance with a Plan or a Quote, as applicable.
- h. 'You' and 'Your' refers to you, the person whose application to join one or more of the Plan(s) has been accepted by Us and/or you, the person who has asked Us to carry out Works in accordance with a Quote.

Section B - Conditions Only Applicable To Care Plans

1) Care Plan Eligibility

- a. You can apply for the Boiler Service Plan and Your choice of other Plans if:
 - i) You have a domestic (up to 70Kw) condensing gas central heating boiler that has a circular flue and doesn't need to be removed from the wall to be repaired.
 - ii) You live in Nottinghamshire or Derbyshire.
 - iii) You're the owner-occupier of the property You want Us to cover.
 - iv) The house or flat in question has 5 or fewer bedrooms and a maximum of 3 toilets.
 - v) Your boiler and/or any other services You want Us to cover are safe and in good working order (see page 13 of Website and paragraph 3 below).
- b. At Our discretion, We can provide a bespoke quote for Your Plan(s) if Your home has more than 5 bedrooms and/or 3 toilets and/or is situated outside Nottinghamshire and Derbyshire. We reserve the right to quote a higher price than the Fees shown in the Website in such cases, and in any other situation where the set-up in Your home will make it more difficult or expensive for Us to service and/or maintain Your equipment.
- c. We reserve the right to refuse any application for a Plan without giving a reason.
- d. Our Plan(s) are designed for owner-occupied properties only and will automatically terminate on the date You sell Your home or let it to a third party. In this case, both Your and Our obligations under the Plan(s) will cease and You will not be entitled to a refund of any of the Fees You have already paid.

2) Inclusions and Exclusions

- a. A definitive list of what is and is not included in each Plan is set out in the Website. In addition, all Plans except Gas Fires include Accidental Damage.
- b. In addition to the exclusions contained within the description of each Plan set out in the Website, the following exclusions apply to all Plans:
 - i) Maintenance cover for pipes that are encased by, or lie underneath, concrete.
 - ii) Damage or faults caused by a third party, other than one of Our approved sub-contractors.
 - iii) Intentional damage to Your equipment or services.
 - iv) Damage or faults which are covered by any other insurance policy You hold.
 - v) Damage or faults which aren't covered by any other insurance policy You hold and that are caused by snow, ice, frost – unless You have taken specific preventative steps as a condition of being accepted onto Your Plan(s), such as lagging vulnerable pipes to help stop them freezing and bursting – and other extreme weather events and conditions, such as lightning, earthquake or hurricane.
 - vi) Anything for which You are not legally responsible, such as pipes, cables and drains located outside Your property's boundary.
 - vii) Damage or faults caused by fire, explosion, subsidence or structural repairs.
 - viii) Damage caused whilst Your home was unoccupied for four weeks or more.
- c. If You need work or repairs carrying out that are not covered by Your Plan(s), We will provide a quote for parts and labour at Our standard hourly rates. There is no obligation to ask Us to proceed.

3) Limitations of Cover

- a. We cannot cover any faults that arise with Your covered services during the first 14 days of any Plan, unless We installed the equipment and have maintained it ever since.
- b. Despite regular servicing, equipment sometimes fails, and this can damage other items in Your home. We cannot cover the cost of repairing or replacing these items unless the equipment covered by your Plan(s) failed because We did not service or maintain it properly.

4) Call-Out Fees

- a. Call-Out Fees are 'per incident'. Accordingly, if We need (or You ask Us to carry out) Works which are unrelated to those We were called out to deal with, We reserve the right to charge a second Call-Out Fee. We may also have to schedule a repeat visit to deal with the unrelated Works if they are not urgent.
- b. If We are unable to gain access to the relevant part of Your property at the time We have previously agreed with You, or if We reasonably consider that it would be unsafe for Us to do so, We will be entitled to charge a second Call-Out Fee for any re-arranged visit.

5) Termination

- a. If You cancel Your Boiler Service Plan, all Your other Plan(s) will automatically terminate on the same date. No refunds will be payable by Us, except where cancellations are made under paragraph 5b below. You are free to cancel at any time as there is no minimum contract period and no cancellation fee. To cancel, please email Us at cancellations@warmforlife.co.uk or write to Us at Warm for Life, 184 Queen's Road, Beeston, Nottingham, NG9 2FF.
- b. If you cancel any Plan within the first 14 days of Your membership of it then, provided you haven't called us out to do any work under it, We will refund in full all sums paid by You under that plan. To exercise the right to cancel, please either email Us at cancellations@warmforlife.co.uk; write to Us at Warm for Life Ltd, 184 Queens Road, Beeston, Nottingham, NG9 2FF; or complete Our Cancellation Form which We have sent to You by email, or which You can find online at www.warmforlife.co.uk/cancellation-form
- c. Please also see Section D, paragraph 3 below.

Section C – Conditions Only Applicable To Services

- a. A contract for Us to carry out the Works only comes into force when You have paid any deposit referred to in the Quote.
- b. You must ensure that, on the date and time We have agreed to start the Works, You can demonstrate to Us that You have obtained all necessary Building Control, Planning and other consents necessary to enable Us to carry them out.
- c. In providing the Quote, We may have had to make certain assumptions regarding the nature of any existing structures and their finishes; the route and state of repair of existing pipes, fixtures and wiring; the availability of materials and the absence of plaster finishes (in new builds or extensions) on walls and ceilings across which pipes are to be laid etc. (To avoid making such assumptions, some detailed survey works and enquiries may otherwise have been required, which would have delayed and increased the cost of the Works). In the circumstances, whilst the assumptions made will be based upon experience and good industry practice, it may become necessary to suggest changes to the Works as their provision progresses to take account of any discrepancies between the assumptions initially made and the actual conditions found. These will be dealt with in accordance paragraph d below.
- d. Where We have unproductive days or carry out additional work because:
- i) one or more of the assumptions made under paragraph c above proves to be false, or
 - ii) the provision of the Works is delayed or changed at Your request; or
 - iii) You do not comply with one or more of Your obligations under these Terms and Conditions,
- then We will discuss with You the impact of these changes upon the Quote and any previously agreed timescales. If We are unable to reach agreement with You upon these changes within 7 days, however, then We will cease work, reduce the Fees to a sum which We reasonably consider to be pro-rata to the work actually carried out, and invoice You accordingly. Once We have received payment of those adjusted Fees, Our obligations in respect of the Works will then be regarded as discharged.
- e. Unless You have entered into a Boiler Finance agreement (see separate Terms & Conditions), the Fees are due and payable (by BACS, cheque or debit/credit card) within 7 days from the date of each invoice, which shall be delivered in accordance with the Quote, or (where appropriate) within 21 days of a failure to reach agreement in relation to any additional works. In the event of any delay in payment, We shall be entitled to charge a late payment administration fee of 2.5% of the net sum due plus interest at 8% above the then current Bank of England base lending rate from the date when the relevant invoice becomes due until the date of payment.
- f. Where You are supplying equipment, fittings or other materials for Our use in carrying out the Works, then:
- i) They must comply with all relevant British Standards; and
 - ii) They must be suitable for the environment (e.g. where water vapour will be present) and appropriate to the physical constraints relevant to the installation (e.g. size and weight in relation to the load-bearing structures); and
 - iii) You must make sure that they are available and ready to use when required.
- If the Works are delayed or We incur additional costs as a result of any failure to meet the above requirements, this will be dealt with under paragraph d above.
- g. If you are a consumer (i.e. not a landlord), You have the right to cancel the Works within 14 days of accepting the Quote without giving any reason. To exercise the right to cancel, please either email Us at cancellations@warmforlife.co.uk; write to Us at Warm for Life Ltd, 184 Queens Road, Beeston, Nottingham, NG9 2FF; or complete Our Cancellation Form which We have sent to You by email, or which You can find online at www.warmforlife.co.uk/cancellation-form.

Section D – Conditions Applicable To All Works

1) Our Promises To You

- a. We will use all reasonable endeavours to carry out the Works and to attend Your premises in accordance with any time schedule or response times set out in the Website or the Quote (as applicable), or otherwise agreed with You. However, unforeseeable circumstances (e.g. extreme weather conditions or the unavailability of genuine, new, spare parts from approved suppliers) may cause delays for which We cannot be held responsible and so no warranties can be given regarding time frames. Time will not be of the essence in determining whether We have complied with Our obligations to You.
- b. We will use all reasonable care and skill in providing the Works and, except whilst Fees remain unpaid as indicated in paragraph 3 below, We will rectify any faults in them which are caused by Our negligence, provided You notify Us of them in writing within 12 months from Our completion of the Works. Further, We will provide You with reasonable assistance in making valid claims under any warranty provided by the manufacturers of equipment We supply to You in the course of providing the Works. Please note, however, that if any 'fault', upon investigation, turns out not to be due to either Our faulty workmanship or any fault in any materials that We have used, then We reserve the right to charge You for Our time spent in investigating and rectifying the matter at Our then current rate for such services, plus all reasonably incurred out of pocket expenses.

2) Carrying Out The Works

- a. You must ensure that from the date We have agreed to begin the Works until they have been completed, We have unimpeded, safe access to the site where We are to carry out the Works at all appropriate times.
- b. If We need to access pipes or wires behind built-in units or appliances, We might ask You to arrange for these to be removed before We start work and replaced when We finish. This removal and replacement will be at Your own cost and risk.
- c. If We need to access pipes or wires buried inside a wall, We will make all reasonable efforts to limit mess, and We will make the surface good afterwards to a flat plaster finish. However, if the Works

- are being carried out under a Plan, please note that Your cover does not include Us arranging or paying for any necessary redecoration of your room. See also paragraph 3d of Section B above.
- d. If We need to access pipes or wires which are under a floor, We will re-lay any disturbed floorboards. However, if the Works are being carried out under a Plan, Your cover does not include Us arranging or paying for the re-laying of Your carpets or other floor-coverings, or for replacing them if We cannot lift them without damaging them. See also paragraphs 2bi and 3d of Section B above.
- e. You will be responsible for removing any trade waste We create at Your own expense.

3) Stopping (Temporarily or Permanently) The Works

- a. We will be entitled to cease the Works immediately if We discover asbestos at Your property and will not be obliged to re-commence the Works until We are reasonably satisfied that it is safe for Us to do so.
- b. Where the Works require Us to disconnect the power supply to some or part of Your property for a period of time, We will try to give You notice of the disconnection. It will then be Your responsibility to ensure that all computer and other sensitive equipment is properly shut down prior to the disconnection, to avoid any damage or loss of data. We will not be responsible for any losses incurred as a result of a planned disconnection where We have made reasonable endeavours to give You notice.
- c. When We carry out any Works, We may recommend that additional work is carried out to improve the performance of Your systems, reduce the risk of future malfunctions or ensure continued compliance with current safety regulations. These additional works are not compulsory. However, the safety regulations applying to the use of gas appliances do change quite regularly and We are obliged to implement them. Accordingly, if You choose not to follow Our recommendations and We reasonably believe that Your equipment is unsafe, We may be required to disconnect it (with Your approval), or notify the National Grid, for Your own safety. Further, if We believe that failure to comply with Our recommendations will expose Us to unreasonable risks in terms of future call-outs, We will be relieved of all future obligations to You under any relevant Plan(s) You may have with Us unless and until the recommended additional works have been carried out either by Us or to Our satisfaction.
- d. If there is any delay in payment of the Fees, We will be entitled to withhold providing any remaining Works (without penalty) until such time as payment is made.
- e. We may terminate all Works at any time, without liability, by giving You notice in writing, if You threaten or abuse, or allow any other person to threaten or abuse, any of Our staff or sub-contractors in any way – either verbally or physically – or behave in any other unreasonable manner towards Our team; or

4) Risk and Limitations on Liability

- a. Risk in any materials delivered to You in relation to the provision of the Works will pass to You upon delivery, and so You are advised to take appropriate precautions to prevent any loss or damage of them. However, We will retain ownership of those materials until all payments due to Us in respect of them have been paid in full. Accordingly, You authorise Us to enter the site at which the Works are or were to be provided, and to remove any materials (at any reasonable time,) for which We have not yet received payment in full.
- b. We will not be liable for any consequential or indirect losses You suffer. This includes necessary damage caused to decorations during rectification works carried out under paragraphs 2b and 2c of this Section D above, as well as any loss or damage You suffer (for example due to water leaks) resulting from any fault in Your system or equipment that We have not caused.
- c. Further, (to the extent permitted by English law, and not beyond,) Our total liability to You for negligence or breach of contract is limited to a sum equivalent to the Fees.
- d. For the avoidance of doubt, this paragraph 4 is not intended to exclude or limit Our liability for death or personal injury caused by Our negligence and nothing in these Terms affects Your statutory rights as a consumer.

5) General

- a. These Terms and Conditions, together (as applicable) with the Website and Your application form for Your Plan(s), (which You confirm contains accurate information) or the Quote, represent the entire agreement between You and Us and replace any prior written or verbal agreements. Any amendments to the agreement must be agreed in writing by both You and Us.
- b. No waiver of any of Our rights will be binding unless that waiver is given in writing. Neither will any waiver granted by Us prevent the exercise of any other right(s) We may have against You for subsequent breach of the same or a different provision.
- c. If any provision of these Terms and Conditions is legally incapable of being enforced, it will automatically be replaced by an alternative provision that achieves, so far as is practical, the objectives of the original provision.
- d. These Terms and Conditions will be interpreted in accordance with English Law and disputes arising out of them will be exclusively subject to the jurisdiction of the English Courts.