

## *Boiler CarePlan Terms and Conditions.*

*These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of services for repairs, servicing and installation works.*

*Please read these Terms and Conditions carefully and ensure that you understand them.*

*Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon you accepting to use our services in any capacity.*

*If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using our services and let us know immediately.*

### 1. Definitions

For these terms and conditions, the following words shall have the following meanings:

1.1. The term "Company" shall mean Henri Taylor Heating Solutions Limited whose registration office is at: Unit 15 Swanscombe Business Center, 17 London Road, Kent, DA10 0LH

1.2. The term "Customer" shall mean the person or organisation named on our quoting or invoicing documents for whom the company agrees to carry out works and/or supply materials to.

1.3. The term "Operative/Engineer" shall mean the person/s completing the works on-site on behalf of Henri-Taylor Heating Solutions Limited.

1.4. The term 'Appliance/System' means the nominated appliance (such as a boiler) and associated system (such as radiators and thermostats) which will have the repair, service or installation.

1.5. The term 'repair', 'callout' and 'installation' means the visit in which an engineer will attend to fix the faulty part of the boiler or system as found or install a new appliance or part onto the system.

1.6. The term 'annual service' or 'landlords' means the visit where we carry out annual safety checks on the boiler or appliance.

### 2. Contract Run Dates

2.1. Our CarePlan dates run from the 15<sup>th</sup> to the 14<sup>th</sup> of each month and will not expire until the end of the contract term set out.

2.2 A customer will need to be accepted onto our plan by the 5<sup>th</sup> of the month at the latest to be added onto our systems for that month, if a customer is accepted after the 5<sup>th</sup> the contract will be set up for the following month.

2.3. Our contract term runs for a minimum of 12 months from the initial 'Take On Visit' and thereafter the customer will be put onto a rolling monthly contract where you can give the company 30 days' notice to cancel or by following our cancellation policy.

### 3. Contract Payments

3.1. Payments can be made by monthly direct debit which will run in parallel with the contract run dates, this is the 15<sup>th</sup> of each month. This will renew automatically unless our cancellation policy is followed. You acknowledge and agree that Henri-Taylor Heating Solutions Limited may act on your behalf in arranging and administering the renewal of your agreement.

3.2. Payment can be paid in full at the start of the contract but can only be for 12 months at a time per appliance. This can be made by Bank Transfer or Credit/ Debit card payment.

3.3. The minimum 12 months contract price will need to be paid upfront or the period of a 12-month direct debit set up after the 'Take on Visit' has happened. A customer does have the right to cancel the contract within 14 days of the Take on Visit which forms our cooling off period.

3.4. If a customer decides to cancel their contract following our cancellation policy, a pro-rata payment or refund will need to be worked out at the point we receive notification of your intention to cancel. A minimum of 30 days notice needs to be given.

3.5. A customer can only have 1 appliance and associated system controls per contract unless we clearly state otherwise on their acceptance letter. If a customer is not sure of their system set up, the engineer on the Take on Visit will make clear what is covered as per our Boiler CarePlan information.

3.6. If a customer has a larger home with multiple appliances a more tailored Boiler CarePlan can be structured to them to ensure the customers' needs are met. This will be set out in their proposal email sent out to them.

### 4. Take On Visit

4.1. When you have expressed an interest to join the Henri-Taylor Boiler CarePlan, an Engineer will attend your property to carry out an annual boiler service and system health & safety inspection.

4.2. On the Take on Visit we will need to inspect all aspects of the system you wish to be covered under the contract so access will need to be made to accommodate this. If this does not happen this may result in delays and additional charges for additional Take on Visits.

4.3. Should any part of your appliance or system be deemed unsafe or not to the required standards at the point of the Take on Visit, we will charge the customer the Take on Visit cost only and make any recommendations required via written quote. If these works are completed by the company, we can then look to accept the customer onto their chosen plan or offer a different plan if possible.

4.4. For larger properties, or properties with significant numbers of heating controls, Henri-Taylor Heating Solutions Limited may offer a custom pricing structure to suit that system, to ensure the customer's needs are met. The engineer on site will make this clear on the Take on Visit if required.

## 5. Annual Servicing And Landlord Checks

5.1. The company will contact the customer 25 days before an annual service or landlords inspection is due and it will be the customers responsibility to reply to the company to arrange a suitable time and date for the company to carry out the work. The customer will be contacted twice by the company for this to be arranged.

5.2. An annual service or landlords inspection should be aimed to be completed around the 12-month anniversary but we do allow a 25-day window for it to be done before or after the anniversary date. If the service is carried out before the anniversary the original date can be kept if the service is carried out after the anniversary date the new date must be followed going forward.

5.3. If the annual service or landlords inspection is missed by the customer a refund will not be given.

5.4. In periods of high demand for our services (such as cold weather), we will prioritise breakdowns and may need to rearrange your annual service. We will make this clear when you contact us initially to book a service visit if we are experiencing a high amount of breakdown call outs.

5.5. The Take on Visit will incorporate an annual service or landlords inspection, so the anniversary date will be set from that visit.

## 6. Making Repairs

6.1. As a contract customer upon calling us out for a repair we will prioritise your job over our non-contract customers especially if you have vulnerable people living at your address. Do let us know when you make the call if this is the case.

6.2. An engineer will attend the customers property as soon as possible to diagnose the fault and make any needed repairs on that visit if possible.

6.3. If we do not carry the spare parts your repair requires on that visit, we will endeavour to find parts from our local suppliers in day. If not, we will order them up through our suppliers and a return visit will be booked and a timescale given.

6.4. We may not always be able to replace parts like-for-like and therefore may use an approved alternative or standard range of product. For example, parts may not always be the same design or colour as the original. If you wish to provide your own parts, we will fit them under the terms of the contract but they must be new and un-used and be from a reputable source. In this instance we will not guarantee the parts but only our workmanship.

6.5. Should we find any boiler parts to be obsolete mid-contract we will not be able to carry out the associated works and we will instead provide a quotation for a replacement boiler. No refund will be given on the contract if this occurs.

6.6. If there are 3 or more repairs required on an appliance within any 12-month contract period, it will be deemed beyond economic repair. If an appliance will cost in excess of £400 to repair in parts and labour it will be deemed beyond economic repair. In these circumstances, the company will provide a quotation to replace the boiler with a £400 discount applied.

6.7. All visits will be made within reasonable timeframes and customers will be kept informed of any changes made to timeframes in extreme circumstances. We will not be responsible for delays caused by our suppliers and/or their agent.

## 7. During your Contract Term

7.1. If any third parties make repairs to the customers appliance and/ or system during the contract these will not be covered by the contract. In this instance the company must be informed as soon as possible so we can inspect the work has been done to a good standard which will be based on our engineer inspection.

7.2. If any third party has made any upgrades to the customers appliance and/ or system. For example, upgrading to a Smart thermostat; the customer must inform the company as soon as possible so we can inspect the work has been done to a good standard which will be based on our engineer inspection.

7.3. If any works are carried out on the customers appliance and/ or system by a third party and the workmanship is of poor standard or the parts are not genuine approved parts this may result in the contract being cancelled under our cancellation policy. In this instance a quote will be provided to remedy the third party works.

7.4. You will have access to our 24/7 emergency engineers during your contract. If there are any disputes during an emergency call out, we will only make safe your emergency until the dispute is resolved.

7.5. If during your contract a regulation has changed, we may tell you that your appliance or system needs permanent repairs or improvements that aren't covered by your agreement to keep working safely. For example, if your ventilation doesn't meet current gas safety regulations. If you don't follow this advice, it may affect your contract and give us cause to cancel it on renewal. In this instance advice and a written quote will be given to rectify any issues that arise.

7.6. All parts we fit under your contract will be covered under a standard 12 month guarantee from our supplier, if a part need's replacing under its guarantee but your contract has terminated with us. We can supply the part to you free of charge but will need to charge our standard hourly labour charges to cover this cost.

## 8. Your Responsibilities

8.1. The customer must keep us informed of their most up to date contact information for us to keep our database up to date and also to assist us in sending out service reminders.

8.2. If a customer moves home, they will need to tell the company as soon as possible. We can then cancel your existing contract with any pro-rata payments refunded or collected in line with our cancellation policy. We may be able to continue the contract subject to a further Take on Visit being arranged on the new property.

8.3. Our engineers will only work in your property if there's someone 18 years or older there at all times during the visit.

8.4. It's the customers responsibility to give us access to the property and to parts of the system we need to work on. If we can't get access, it will be the customers responsibility to arrange another appointment. A no access email will be sent to the contact email address we have if we can't access the property.

8.5. The customer gives us full authority to carry out work If they are not at the property when our engineer visits, they must make sure that there is somebody else present who can give instructions to our engineer on their behalf.

8.6. It is the customer's responsibility to get consent from any relevant third parties (such as a neighbour) where you and they, for example, share a water supply pipe or driveway.

8.7. The customer must provide our engineers with a safe working environment. In dangerous or unsafe conditions, we won't start or continue doing any work in your home. If we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment, we won't return to finish the work until that risk is gone and may lead to us cancelling your contract. If any asbestos needs to be removed before we can repair your boiler, appliance or system, you'll need to arrange and pay for someone else to remove it and give you a Certificate of Reoccupation which you'll need to show us.

8.8. If the customer wants to use an authorised contact (a son or daughter for example), it will be your responsibility to let the company know who they are so that we can note it on your agreement.

8.9. If there is any furniture such as cupboards restricting our engineers from gaining access to any parts of the appliance or system it will be the customer's duty to make access for the engineers at the time of their visit.

## 9. G.D.P.R and Using Personal Information

9.1. The company will always endeavour to handle your data in compliance with the General Data Protection Regulations (G.D.P.R) and will store any data in a secure server.

9.2. Information you provide may be used by us to identify you when you contact us but only when information is volunteered to us, to assist us with accounts, services and products we have provided before, now & in the future.

9.3. The company will retain a customer's information as long as you are our customer and will send you reminders when you have services due and information about your engineer when on route to you.

9.4. If at any time in the future a customer wishes for their information to be removed from our systems, please ask to speak with our Data Protection Officer.

9.5. Through CIFAS system (the UK's fraud prevention scheme), the company and other organisations may access information about you to help make decisions about credit and credit related services for you and other members of your household, and/or to check your identity to prevent money laundering, unless you give us other satisfactory proof of identity.

9.6. The company may monitor and record communications with you (including telephone conversations and emails) for quality assurance, legal, regulatory and training purposes.

## 10. Cancellation Policy

10.1. The company may cancel your agreement and/or demand repayments if:

- You have given false information.
- It is not possible to find parts to keep your system working safely.
- You do not make any agreed payments.
- You put our employees' health and/or safety at risk in any way.
- Your home is unfit to carry out works in.
- We make recommendations to carry out works and you refuse to do so.
- Circumstances arise which make it inappropriate for the contract to continue.

10.2. We retain the right to cancel your agreement at any time should we deem it appropriate. We may provide a refund pro-rata to the length of time left of your 12-month agreement term for any customers who have been with us for longer than the initial 12-month period.

10.3. If you decide to cancel the agreement with us before the end of any 12-month period, we will charge you for any works that have been carried out in that period (including any repairs or boiler servicing charges), less the monthly payments you have made up to that point.

10.4. We require notification in writing via post or email from any Boiler CarePlan customer wishing to cancel with 30 days' notice.

10.5. If you cancel your contract within 14 days of taking out the policy which is deemed as the cooling off period, we'll give you a full refund of your contract.

10.6. If the company has done work for the customer before the cooling off period ends and then you cancel your agreement you will need to pay for these works based on the hourly labour and parts cost.

10.7. Cancelling your Direct Debit through your bank doesn't mean that you've cancelled your agreement with us. If you stop your Direct Debit without telling us, we'll try in writing to you to collect the money you owe. If we don't hear from you and you don't pay, we will seek to retrieve the money through a debt collection company where further costs may be incurred.

## 11. Landlords

11.1 Landlords must adhere to all points as above to keep in line with our terms and conditions.

11.2. If landlords wish their tenants to act on their behalf in regards to payment and contact we must have this in writing prior to any contract beginning.

11.3. If landlords want the tenant to only be able to contact us for call outs the company must have this in writing prior to the contract beginning.

11.4. If the company deems the tenant to be causing faults with the appliance and/ or system through mis-use or interference we will not carry out further repairs and inform the landlord in writing, this may also lead to the company cancelling the policy.

11.5. It is the landlord's responsibility to give us the most up to date contact details for their tenants so we can carry out the annual CP-12 certificates. If we cannot contact a tenant to gain access, we will inform the landlord in writing and it will be their responsibility to allow us access.

## 12. Complaints

12.1. To make a complaint please follow our complaints procedure found on our website at [www.henri-taylor.co.uk](http://www.henri-taylor.co.uk) or email us at- [info@henri-taylor.co.uk](mailto:info@henri-taylor.co.uk)

You can also write to us at –

Henri-Taylor Heating Solutions Ltd,  
Unit 15 Swanscombe Business Center,  
17 London Road,  
Kent,  
DA10 0LH

We take any complaint seriously and we'll do our best to resolve the issue right away. If we need more time to investigate, we'll let you know and keep you updated as per our complaints procedure.