

HEATWAVE

ENERGY

Affordable Energy Solutions

TERMS AND CONDITIONS

Heatwave Energy Service Terms and Conditions

1. Our Agreement

At Heatwave we understand that You rely on Your boiler and central heating system for hot water and heating and know that when something goes wrong, it can be difficult and expensive to repair, which is why You have chosen a Product from our *Hundreds Range*.

These Terms and Conditions apply to the Agreement between You and Us. Please read them carefully so that You fully understand what Your Product provides and what You can expect from Heatwave. If You have any questions please call us on 01942 403981 and we will happily answer them.

2. Definitions

Certain words and expressions used in these Terms and Conditions have the meanings set out in this section.

Agreement means the agreement between You and Us to carry out the Work specified in Your Product, which includes these Terms and Conditions.

Agreement Period means the period of 12 months for which You have agreed to pay for the Product.

Appliance means one Boiler for all Products and/or Your Central Heating System for Products which provide Repairs to Your Central Heating System and/or a single Gas Appliance identified under the Gas Appliance Care Product. (Subsequent Boilers or Gas Appliances will require You to purchase additional products.)

Beyond Economical Repair means where We estimate that a repair could cost more than the current value of the Boiler or where the parts required are no longer readily available to Us.

Boiler means the boiler used to heat the Property, including all manufacturer fitted components within the boiler, to include the 1st metre of horizontal flue pipe including the terminal and condensate pipework.

Callout means where We attend the Property at Your request (and the term Called Out shall be interpreted accordingly).

Central Heating System means the gas fired Central Heating System at the Property together with the pump, motorised valves, pressure controls, radiator valves, radiators, pipe work, and central heating feed and expansion tank.

Controls means any Programmer/Timer Clock/Room Thermostat/Cylinder Thermostat connected to the Boiler.

Fixed Fee means the fee payable by You in the event of a Callout, the amount of which shall be notified to You when You take out the Agreement and when You contact Us to arrange the Callout. When You select your Product, You can choose whether you pay the Fixed Fee and a reduced Price or the Price.

Gas Appliance means appliances powered by gas such as wall and water heaters, cookers and fires.

Initial Inspection means the initial safety inspection and Service which we will undertake in accordance with Section 9.

Intermittent Fault means a recurring fault which cannot be identified, causing the boiler to fail randomly at regular intervals, but otherwise the boiler and/or Central Heating System functions satisfactorily.

Price means the amount that You must pay Us for the selected Product for the Agreement Period.

Product means the products as set out in Section 3.

Property means the residential dwelling where the Appliance is situated. The property must be situated in mainland UK.

Repair means the repair by Us of a fault on Your Appliance.

Reasonable Use Amount is the maximum amount of parts, labour and expenses (all inclusive of VAT) to which your Product entitles you as set out in Section 3.

Service means the comprehensive service and safety check of the Boiler that We will undertake during each Agreement Period.

Terminal means the termination of the flue through which the exhaust gases leave the Property.

Vulnerable Customer means any person living in the Property who is aged over 70; or has a child under the age of 1; or is registered disabled; or is chronically ill, where being without heating or hot water could endanger the life of that person.

Work means the Initial Inspection, Service and/or Repair which We may carry out under this Agreement.

Working Day means any day other than a Saturday, Sunday or Bank Holiday

We/Us/Our means Heatwave Limited (company registered number 07687910) whose registered office is at Unit 20&21, Cinnamon Brow Business Park, Makerfield Way, Ince, Wigan, WN2 2PR.

You/Your means the person(s) who has entered into the Agreement with Us.

3. Our Products

These Terms and Conditions apply to the following products provided by Us.

Product	Annual Boiler Service	Boiler and Controls	Central Heating System	Reasonable Use Amount
Heatwave 100	Yes	Single Annual Service Appointment Only	No	n/a
Heatwave 200	No	No	Yes	n/a
Heatwave 300	Yes	Yes	Yes	£400
Heatwave 400	Yes	Yes	Yes	£400
Heatwave 500	Yes	Yes	Yes	£400
Gas Appliance Care	n/a	n/a	n/a	£150 per appliance
Landlord's Services	Yes	Yes	Yes	

Please refer to Your membership documents to check which Product You have chosen.

4. What Your Product provides

- 4.1. *Heatwave 100* Annual Boiler Service appointment booked Monday-Friday 9am-5pm.
- 4.2. *Heatwave 200* Maintenance and Repair of Your Central Heating System & Controls where Your Boiler is currently under warranty (from the manufacturer) and includes:
 - 4.2.1. An Initial Inspection and Service of Your Central Heating System;
 - 4.2.2. Repair of faults on the Central Heating System. There are no limits on the number of Callouts during the Agreement Period, provided that the Central Heating System or Boiler is not Beyond Economical Repair;
 - 4.2.3. Callouts under this product are only covered Monday to Friday 8 am till 6 pm and excluding weekends and bank or public holidays.
 - 4.2.4. The Price shall cover the cost of a Callout, labour, parts and VAT for Repairs during the Agreement Period;
 - 4.2.5. A Service in each subsequent Agreement Period when You renew Your Product.
- 4.3. *Heatwave 300* Annual Boiler Service, Maintenance and Repair of Your Boiler and Controls and Central Heating System. This Product includes:
 - 4.3.1. An Initial Inspection and Service of Your Boiler and Controls;
 - 4.3.2. Annual Boiler Service of Your Boiler, repair of faults on the Boiler and Controls and Central Heating System. There are no limits on the number of Callouts during the Agreement Period, provided that the Boiler is not Beyond Economical Repair;
 - 4.3.3. Callouts under this product are only covered Monday to Friday 8 am till 6 pm and excluding weekends and bank or public holidays;
 - 4.3.4. The Price shall cover the cost of a Callout, labour, parts and VAT for Repairs during the Agreement Period;

- 4.3.5. A Service in each subsequent Agreement Period when You renew Your Product.
- 4.4. *Heatwave 400* Maintenance and Repair of Your Central Heating System includes:
 - 4.4.1. An Initial Inspection and Service of Your Central Heating System;
 - 4.4.2. Annual Boiler Service of Your Boiler, repair of faults on the Central Heating System.
 - 4.4.3. There are no limits on the number of Callouts during the Agreement Period, provided that the Boiler is not Beyond Economical Repair;
 - 4.4.4. Callouts under this Product may be made on any day, 24 hours a day on our dedicated number;
 - 4.4.5. The Price shall cover the cost of Callouts, labour, parts and VAT for Repairs during the Agreement Period;
 - 4.4.6. A Service in each subsequent Agreement Period when You renew Your Product.
- 4.5. *Heatwave 500* Maintenance and Repair of Your Central Heating System and Landlord's Services includes:
 - 4.5.1. An Initial Inspection and Service of Your Central Heating System;
 - 4.5.2. Annual Boiler Service of Your Boiler, repair of faults on the Central Heating System and Landlord's Services as set out in 4.7 below.
 - 4.5.3. There are no limits on the number of Callouts during the Agreement Period, provided that the Boiler is not Beyond Economical Repair;
 - 4.5.4. Callouts may be made on any day, 24 hours a day on our dedicated number;
 - 4.5.5. The Price shall cover the cost of Callouts, labour, parts and VAT for Repairs during the Agreement Period. There is no additional fee to pay for each Repair with this Product;
 - 4.5.6. A Service in each subsequent Agreement Period when You renew Your Product.
- 4.6. *Gas Appliance Cover* maintenance and repair of Gas Appliances within your home which you identify to us for this Product includes:
 - 4.6.1. Annual Inspection and Service of your selected Gas Appliances;
 - 4.6.2. Repair of faults on the selected Gas Appliances; there are no limits on the number of Callouts during the Agreement Period, provided that the selected Gas Appliance is not Beyond Economical Repair;
 - 4.6.3. A Service in each subsequent Agreement Period when You renew Your Product in respect of the selected Gas Appliance.
- 4.7. *Landlord Services* for Property which is let, Landlords may choose to add the following services to help you comply with your legal obligations This Product includes:
 - 4.7.1. a safety inspection on the gas installation and pipe work at the Property;
 - 4.7.2. a Gas Safety Record (CP12) which will contain details of the gas installation and all Gas Appliances and Boiler checked by our engineer (each Gas Appliance and Boiler in your property be the subject of a separate safety check, which can be a Landlord's Gas Appliance Safety Inspection or a star cover product which includes an Annual Service visit);
 - 4.7.3. the checks and completion of the Gas Safety Record will be carried out at the same time as your Annual Service;
 - 4.7.4. we will post a copy of the Gas Safety Record to you and your tenant. This can be emailed if you prefer subject to supply to Us of Your email address.
 - 4.7.5. If any of the Gas Appliances or Boiler fails our inspection, we will issue the Gas Safety Record (CP12) 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 the Gas Appliances and/or Boiler are repaired or replaced. An additional charge will be made for any future inspections and any confirmation of gas safety following the work needed to meet regulations.
 - 4.7.6. It is your responsibility to make sure that you comply with your legal obligations and we will not be responsible for any failure on your part to do so.
- 4.8. Under all Products, Repairs are subject to the Reasonable Use Amount.
- 5. **Our Responsibility**
 - 5.1. We shall exercise reasonable care and skill in carrying out the Work and shall make every effort to ensure that the Work and any parts used during the Work will be of satisfactory quality.
 - 5.2. We shall carry out Work in accordance with all relevant laws and regulation and in accordance with the manufacturer's instructions and guidelines.
 - 5.3. Following completion of the Work We will:-
 - 5.3.1. leave Your Appliance and its surrounding area in a clean, tidy and safe condition (although where we have had to lift carpet to access pipework or carry out Work we will leave it in good order but will not refit the carpet);
 - 5.3.2. remove and dispose of any rubbish or old parts or other materials at Your request, we shall not be liable to pay You for them.
- 6. **Your Responsibility**
 - 6.1. It is Your responsibility to ensure that:-
 - 6.1.1. all facilities and supplies to carry out the Work (including the Property's earthing and the supply of gas, water and electricity) are supplied or installed at the Property and are in good working order;
 - 6.1.2. that there are no obstructions in your property to our supplying the Services or the Goods, including furniture or other obstructions and in particular ensuring that any pets are kept away from the area where the Goods are being installed and from Our personnel;
 - 6.1.3. all the necessary consents, permissions and authorisations to carry out the Work have been obtained;

- 6.1.4. all information that You have provided to Us that relates to the Appliance and all other information that We may request from You in order to arrange the Product and process this Agreement is true, correct and up to date;
 - 6.1.5. the Property is safe for Us to carry out the Work and You shall remove any dangerous material from the Property such as asbestos. Where asbestos has been identified We will not undertake any Work until a Clean Air Certificate has been provided;
 - 6.1.6. our personnel are able to Work at your Property free from harassment or abuse;
 - 6.1.7. if restricted parking is in place at the property, a permit is supplied.
7. **Eligibility** To enable Us to offer You any of the Products, the following eligibility criteria shall apply:-
- 7.1. Your Boiler must:
 - 7.1.1. run on mains supplied natural gas;
 - 7.1.2. be used for domestic purposes and not used for commercial purposes;
 - 7.1.3. be a domestic conventional Boiler, combination Boiler or back Boiler;
 - 7.1.4. have been installed and maintained in accordance with the manufacturer's guidelines;
 - 7.1.5. comply with and meet all relevant laws, regulations and standards;
 - 7.1.6. be easily accessible and located in a safe, well lit and well ventilated area;
 - 7.1.7. be in full working order, at the time the Agreement was entered into with no pre-existing faults.
 - 7.2. The Products are only available in mainland UK. We are unable to accept onto a Product an Appliance that is situated in a mobile home, detached out house, barn, a tenant occupying the Property, Housing Association or Council where there is a tenancy agreement in place, properties used for commercial purposes or an Appliance which services a swimming pool.
 - 7.3. We may not accept on to a Product some Boiler makes and models. We will notify You of this either when You request the Product or when We are required to carry out Work under this Agreement.
 - 7.4. We reserve the right to decline to accept You onto a Product or carry out Work on any Appliance where the carrying out of Work would in our reasonable opinion pose a risk to the engineer's health and safety or to the health and safety of others. This includes boilers which contain asbestos materials.
 - 7.5. We reserve the right to pre screen Your Boiler and to decline to accept any Boiler on to a Product until such time as the Initial Inspection has been successfully completed.
8. **Agreement Period and Renewal**
- 8.1. The term of this Agreement is 12 months and You agree to pay the Price for the Agreement Period.
 - 8.2. The Agreement Period starts on the date that Your application for a Product is accepted and processed. However, in the first year of Your Agreement Period You may not request a Repair under the Product within the first 14 days.
 - 8.3. Before the end of the Agreement Period We will write to You to notify You of the Price to renew the Product for a further period of 12 months. To continue with the Product You need take no action as the Product will automatically be continued. If You do not wish to continue You must notify Us in writing or by telephone within 14 days of Your new Agreement Period commencing. In the event that Your current Product has been withdrawn before the expiry of the Agreement Period You will be offered a suitable alternative on renewal.
 - 8.4. If You do not tell Us that You do not wish to renew Your Product in this period Your Product will be renewed and You will be liable to pay the Price for the new Agreement Period.
9. **Initial Inspection**
- 9.1. We will undertake an Initial Inspection of Your Appliance to ensure that Your Appliance is safe and operating efficiently and meets the eligibility criteria as set out in these Terms and Conditions.
 - 9.2. The Appliance must pass the Initial Inspection before We accept it on to a Product and We reserve the right not to carry out Repairs on the Appliance until the Initial Inspection has been successfully passed, unless the delay in carrying out the Initial Inspection is due to a delay on Our behalf. [Any failure to carry out the Initial Inspection (where the failure has not been caused by Us) may affect Your rights under section 16 "If We Cannot Repair your Boiler".]
 - 9.3. If the Appliance does not successfully pass the Initial Inspection We reserve the right to cancel the Agreement, and refund any money that has already been paid by You in the current Agreement Period, unless You have provided Us with false and/or negligently incorrect information prior to or at the start of the Agreement.
 - 9.4. We aim to carry out the Initial Inspection within 28 days of the commencement of Your Agreement. In periods of high demand or at certain times of the year this may not be possible as We will make Repairs a priority. However, We will always have completed the Initial Inspection within 120 days of the commencement of Your Agreement.
 - 9.5. It is Your responsibility to provide access for Our engineer to complete the Initial Inspection. If We agree an appointment time with You and are unable to perform the Initial Inspection through no fault of our own, for instance where We cannot gain entry to the property, We reserve the right not to undertake Repairs on the Appliance until such time as We have been able to complete the Initial Inspection. You will remain liable to pay to Us the full Price for the Agreement Period.
10. **If We find a fault on Your Appliance during the Initial Inspection:**
- 10.1. which, in Our reasonable opinion, existed or occurred prior to the date of the Agreement, We shall not be responsible for such fault (including any subsequent faults that arise as a result of the pre-existing fault) and We shall not be liable to carry out any Repairs to rectify such faults under the Product. In addition, in the event that such a fault is found, We reserve the right to cancel the Agreement, and refund any money that has already been paid by You in the current Agreement Period unless You have provided Us with false and/or negligently incorrect information prior to or at the start of the Agreement.

- 10.2. We may tell You that remedial work is required to be carried out to Your Appliance and provide You with a quote for that work to be done. If You accept the quote You must pay for the work by credit/debit card before We commence the Work. Any remedial work must be completed within 28 days of the Initial Inspection or before the next call out whichever is sooner. If the remedial Work is not carried out by Us written confirmation will be required when the remedial work has been completed.
- 11. Service**
- 11.1. We will carry out a Service of Your Appliance in the first Agreement Period and in each Agreement Period thereafter where You have renewed the Product.
- 11.2. We will always aim to carry out the Service around the anniversary of the Initial Inspection or most recent Service. In periods of high demand or at certain times of the year this may not be possible as We will make Repairs a priority.
- 11.3. We may choose to complete the Service at the same time as We are undertaking other Work at the Property.
- 11.4. In the event of continued failed attempts to gain access to the Property which is not due to Our fault to undertake a Service we reserve the right to cancel this Agreement and shall not be obliged to carry out any further work. If You subsequently require a Service this will be subject to Our standard charge for a boiler service under our standard terms and conditions.
- 12. Appointment Times and Access to the Property**
- 12.1. We shall agree with You a date and time to carry out any Work. Our engineers normally work during the hours of 9am and 5pm Monday to Friday.
- 12.2. All appointment dates and times are subject to availability and change although We will endeavour to notify You as early as possible if this is the case.
- 12.3. We will always make Repairs, Vulnerable Customers and emergencies a priority.
- 12.4. If You wish to reschedule an appointment, You must notify Us before 4pm on the Working Day prior to the agreed appointment date.
- 12.5. We require access to the Property to carry out Work. If We cannot gain access to the Property We will contact You to make another appointment. In the event of any further failed attempts to gain access to the Property to undertake any Work, We may make an additional charge to cover our reasonable expenses.
- 12.6. We reserve the right to cancel Your Agreement if We are unable to access the Property to carry out the Work and in this circumstance no refund will be paid.
- 13. Payment**
- 13.1. Payment for the Product You have selected will normally be by monthly Direct Debit or annual payment in advance. The first payment will be collected approximately 14 days after the start of the Agreement Period and subsequent payments on the same date each month or annually, as applicable. If You wish to change the date of Your monthly payment, please let us know.
- 13.2. Depending on Your preferred payment date, You may be required to pay two monthly payments in the same month at the start of the Agreement Period.
- 13.3. If You fail to make any monthly payments We will notify You and We will not undertake any Work under the Agreement until such time as payments have been made up to date. In such circumstances any due and outstanding payments can be made by Debit or Credit Card.
- 13.4. If You fail to make any monthly payment We may ask You to pay the full Price immediately.
- 13.5. Payments for additional Work, not included within the Price or the Fixed Fee is required to be paid in advance of the Work or additional Work being undertaken. Payments can be made by Debit or Credit Card.
- 13.6. All amounts stated are inclusive of VAT.
- 14. What is not included**
- 14.1. The Agreement does not include any of the following:
- 14.1.1. repairs or remedial work required as a result of a design fault;
 - 14.1.2. improvements required to bring Your Central Heating System up to current legislative standards;
 - 14.1.3. faults that We deem to be pre-existing at the start of the Agreement Period;
 - 14.1.4. Intermittent Faults (as determined by Us);
 - 14.1.5. repairs to boilers which require specialist work such as
 - 14.1.6. products which are supplied by Liquid Petroleum Gas (LPG), oil or electric;
 - 14.1.7. under floor heating or warm air heating systems;
 - 14.1.8. ground, air and water source heat pumps;
 - 14.1.9. the repair or replacement of hot water cylinders, unvented cylinders, combination cylinders, Elson tanks, system inhibitors, thermal storage units and / or their controls;
 - 14.1.10. repairs or maintenance that is currently covered by a manufacturer's warranty;
 - 14.1.11. fan assisted convector heaters and immersion heaters;
 - 14.1.12. faults and repairs caused by corrosion, sludge or lime scale;
 - 14.1.13. the cost of removing sludge or lime scale;
 - 14.1.14. the removal of asbestos;
 - 14.1.15. cookers unless specified under our Gas Appliance Care Product;
 - 14.1.16. gas fires except as part of a back boiler unless specified under our Gas Appliance Care Product;
 - 14.1.17. the replacement of bespoke or designer radiators. Replacements, where required, will be standard panel radiators only;
 - 14.1.18. Resetting of controls such as programmers including winter and summer time changes;
 - 14.1.19. replacement of batteries;

- 14.1.20. supply or maintenance of carbon monoxide detectors;
- 14.1.21. repairs due to changes in gas, electric or water services;
- 14.1.22. connections to the utility services such as electric cables or gas supply pipe from the meter to the appliance;
- 14.1.23. the repair or replacement of flues, except for the 1st metre of a flue including the Terminal which runs horizontally;
- 14.1.24. pipes buried in concrete;
- 14.1.25. costs over [£1000] including VAT required to access any part of Your Central Heating System (excluding pipes buried in concrete) to make a Repair e.g. pipes under floorboards, access equipment such as scaffolding required to access a flue terminal;
- 14.1.26. repairs to intentionally or accidentally damaged equipment and repairs as a result of someone else's work or negligence;
- 14.1.27. repairs where You have been advised of need for remedial /improvement Work and have not undertaken the required Work (whether or not following Our advice);
- 14.1.28. redecoration or reinstatement of floorings, covers, fixtures and fittings damaged as a result of the Work, unless the damage is as a result of Our negligence;
- 14.1.29. repairs as a result of freezing conditions;
- 14.1.30. hot water cylinder feed and expansion tank including feed and outlet;
- 14.1.31. consequential losses as a result of the fault and cancelled appointments for example loss of earnings;
- 14.1.32. repairs required on the property's plumbing system which are not deemed part of the Central Heating System, including cold water feed and storage cistern
- 14.1.33. repairs in excess of the Reasonable Use Amount.

15. Repairs to Your Appliance

- 15.1. If Your Appliance is not operating correctly please call Us on 01942 403981 to arrange for an engineer to attend.
- 15.2. We shall carry out Repairs as soon as possible. On arrival at Your Property the engineer will check that Your Appliance is eligible with the Product You have chosen and set out in Your membership documents.
- 15.3. If We need to order any parts to complete the Repair We may need to arrange further appointment(s) with You.
- 15.4. In completing any Work We may use whatever parts we deem to be appropriate for the Work. If the parts are no longer available then section 16 shall apply.
- 15.5. Parts required for the Repair may be delivered to Your Property prior to the relevant appointment and You must make arrangements to accept delivery of such parts and take reasonable care of them. We shall not be responsible for any delays caused by third party suppliers or manufacturers.
- 15.6. We shall use engineers to carry out Work who are employed by Us or who have been approved by Us and who are suitably and properly qualified to carry out the Work.
- 15.7. All engineers will show an identification badge on arrival and if You wish, You may also telephone Us on (number) to confirm the engineer's identity.
- 15.8. We will not reimburse the costs of another engineer attending or repairing the fault.
- 15.9. We guarantee all parts and labour for 12 months from the date of the Repair.
- 15.10. Where a gas escape occurs on pipework buried within the fabric of a Property, old pipework shall be made redundant and a new supply shall be run.
- 15.11. Your rights set out in this agreement are in addition to, and do not affect, your rights under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982. You can get advice about your rights from your Citizens' Advice Bureau or Trading Standards Office.

16. If We cannot repair Your Gas Boiler

- 16.1. There may be circumstances when We are unable to Repair Your Boiler or selected Gas Appliance, for instance if parts are unavailable or if We consider it to be Beyond Economical Repair. In these circumstances, We will:
 - 16.1.1. In the case of a Boiler, offer you the lesser of (i) £400 or (ii) the Reasonable Use Amount for your Product less all parts, labour and expenses (including VAT) used in the provision of Services to You under that Product in the Agreement Period up to that date to allow you to replace it with a new Boiler that We have selected as being an appropriate replacement. The replacement of the Boiler includes the cost of installing it but does not include the cost of any upgrades required to Your Central Heating System that You may request or which are required by legislation or the cost of moving the Boiler.
 - 16.1.2. In the case of a selected Gas Appliance, offer you the lesser of (i) £150 or (ii) the Reasonable Use Amount for your Product less all parts, labour and expenses (including VAT) used in the provision of Services to You under that Product in the Agreement Period up to that date to allow you to replace it with a new Gas Appliance that We have selected as being an appropriate replacement. The replacement of the Gas Appliance includes the cost of installing it but does not include the cost of any upgrades required to Your Central Heating System that You may request or which are required by legislation or the cost of moving the Gas Appliance.
- 16.2. We will not provide a cash alternative or provide a discount against the cost of a replacement Boiler or Gas Appliance provided by and/or installed by another installer.
- 16.3. For the purpose of section 16.1, we may ask You to show Us documents reasonable to our satisfaction to show the install date of the Boiler and/or Gas Appliance.

- 16.4. In the event that We consider Your Boiler or Gas Appliance to be Beyond Economical Repair, We may cancel this Agreement in accordance with section 19.2.5 below.
- 17. Moving home**
- 17.1. If You move home You must tell Us. If You enter into a new Agreement for a Product for Your new Property You will not be liable for any outstanding amounts on the Price of the current Agreement. However, if You are eligible to take out one of the Products but choose not to enter into a new Agreement You will be required to pay to us any outstanding amounts under this Agreement for the Agreement Period.
- 18. New Boiler**
- 18.1. Notwithstanding section 16.1, if You replace Your Boiler or a selected Gas Appliance You must tell Us.
- 18.2. You can continue with your existing Agreement or you can purchase a new Product as set out in section 18.3 below then You will not be liable for any outstanding amounts on the Price of the current Agreement Period.
- 18.3. If you decide to cancel your existing Agreement after the installation of a new Boiler or Gas Appliance You can purchase a new Product for the Agreement Period. However, if You decide not to take out a new Product where you are eligible to do so You will be required to pay to us any outstanding amounts under this Agreement in accordance with section 19.4 for the current Agreement Period.
- 18.4. We shall not be liable for any defective installation of the new Boiler or Gas Appliance and We shall not be liable to carry out any Repairs to rectify such faults under the Product.
- 18.5. You shall notify Us once the defective installation has been remedied by any other installer and provide documentary evidence of this.
- 19. Right to Cancel**
- Your Right to Cancel**
- 19.1. If the Product You have chosen does not meet Your requirements You may cancel this Agreement (unless You have given us written notification to commence any part of the Work commencing before the 14 day cancellation period expires) within 14 days:-
- 19.1.1. by writing to Us at Heatwave Energy Service Ltd, Units 20/21 Cinnamon Brow Business Park, Makerfield Way, Ince, Wigan WN2 2PR and We will consider Your contract to be cancelled on the day Your cancellation is posted or delivered to Us and You will need to keep all documentary evidence of proof of posting as this may be requested by Us for clarification;
- 19.1.2. If You have given us written notification to commence the Work before the 14 day cancellation period has ended then You acknowledge and understand that You may be required to pay for any Work We have carried out with Your Agreement, prior to the expiry of the 14 day cancellation period.
- Our Right to Cancel**
- 19.2. In addition to Our rights stated elsewhere in these Terms and Conditions, We may cancel the Agreement if:-
- 19.2.1. the Boiler is found to be ineligible after the Initial Inspection and/or a pre-existing fault is found on the Boiler;
- 19.2.2. any information You have provided to Us is false and/or negligently incorrect and such information affects the carrying out of the Work;
- 19.2.3. You have failed to pay the Price or any additional amounts payable by You in accordance with these Terms and Conditions;
- 19.2.4. You fail to provide access to the Property for the Initial Inspection and/or the Service to be carried out;
- 19.2.5. any parts required to carry out the Work are no longer available or, in Our reasonable opinion, Your Boiler is Beyond Economic Repair;
- 19.2.6. We are unable to carry out the Work or are prevented from carrying out the Work or a substantial part of it due to something which is beyond Your or Our reasonable control (including, without limitation, any health and safety issues).
- 19.2.7. If You exhibit abusive or threatening behaviour towards our Employees.
- 19.3. In the event that We cancel the Agreement in accordance with section 19.2.1 and You have not provided Us with any false and/ or negligently incorrect information prior to or at the start of the Agreement or You cancel the Agreement in accordance with section 19.1, we shall refund to You any part of the Price already paid by You.
- 19.4. Subject to section 19.3 above, We shall be entitled to retain and/ or recover a fair and reasonable proportion of the Price from You to cover any losses or costs that We suffer as a result of cancellation of this Agreement by You (other than in accordance with section 19.1) or cancellation of this Agreement by Us in accordance with section 19.2 so that we will refund the Price less any incurred costs or expenses including parts, labour, [monthly] administration costs and any applicable VAT thereon.

20. If You are not completely satisfied with Our service

We aim to provide You with a high standard of customer service at all times. However, if at anytime You are not satisfied with any part of the service We have provided to You please contact the Customer Relations Department on 01942 497977 or write to Us at Heatwave Energy Service Ltd, Units 20/21 Cinnamon Brow Business Park, Makerfield Way, Ince, Wigan WN2 2PR and We shall do our best to resolve any problems.

21. Data Protection

- 21.1. We will process Your personal details to enable us to provide You with the Product and for administration of this Agreement and Your account (including debt collection/credit reference agencies), provide updates and account and service information to You, to assess risk, carry out marketing (unless You have notified Us that You do not wish to receive marketing), carry out market research and after sales service including notifying You of when Your next Service is due, system testing, analysing Your account history and to detect and prevent fraud. Your personal details may be disclosed to Our employees, agents, service providers, group companies and assignees for these purposes.
- 21.2. We may share Your personal details with the above-mentioned organisations, relevant trade bodies (including the Gas Safe Register), all other associated bodies who may need to pass the information on to the relevant body to comply with Building Regulations or other regulatory requirements and/or in order to carry out the Work and any after sales service.
- 21.3. We may search the files of credit reference agencies to carry out credit checks on You and the agencies may record a copy of the search and may share it with other organisations to assist with credit related decision making and fraudulent activity. This may involve passing your information outside the European Economic Area (EEA) to countries that do not have the same data protection standards as we do in the UK. If We, or our agents do this, we will make sure that it happens with the relevant legal protection in place.
- 21.4. We may monitor and/or record Your telephone calls for training and security purposes.
- 21.5. We will release Your account details to any organisation We may transfer our rights and responsibilities to under this Agreement.

22. Other Important Terms

- 22.1. If on any occasion either You or Us agree to take no action against the other even after the other has failed to comply with these Terms and Conditions, that party shall not assume that the other will do the same on another occasion.
- 22.2. We may vary these Terms and Conditions at any time and shall notify You of such change as soon as reasonably possible. Where the variation is a significant disadvantage to You You may cancel the Agreement by notifying Us in writing within 7 Working Days after We have sent You the notification of the variation. In these circumstances You will not be liable to pay for the remaining part of the Agreement Period. The variation shall not apply to an Agreement that has been cancelled.
- 22.3. Other than You benefiting from this Agreement no other person can claim any benefits from this Agreement.
- 22.4. These Terms and Conditions and the Agreement are subject to the laws of England and Wales and the exclusive jurisdiction of the Courts of England and Wales.