Terms & Conditions

Service Plan Terms & Conditions – Air Source Heat Pump (ASHP) and Cylinder

About these Terms and Conditions:
Section 1 sets out the definitions used throughout these Terms and Conditions.
Section 2 relates to Service Plans.
Section 3 applies generally to all Works, carried out either under a Service Plan or further to a Quote.

Section 1 – Definitions

a. 'Add-on Item' means an additional hot-water cylinder or other heating-system item expressly listed in your Plan documents and accepted by us in writing. Gas appliances and gas safety certificates are not included under these ASHP and Cylinder Plans.

b. 'Fees' means the fees payable to us by you for the provision of a Plan, or for the provision of the Works as set out in a Quote.

c. 'Plan(s)' means the Service Plan(s) described in the documents which you have successfully applied to join, which we have confirmed in writing or by email have commenced and which have not been terminated. In these Terms, 'ASHP' means the air-to-water air source heat pump, including its associated indoor hydraulic unit where fitted, identified in your Plan documents. 'Cylinder' means the associated domestic hot-water storage cylinder identified in those documents, whether vented or unvented.

d. 'Quote' means any quote which we issue to you and you accept, for products and services outside of those included in a Plan, as well as any changes to that Quote which we and you agree or confirm in writing or by email.

e. 'Us', 'we' and 'our' refers to the heating installation and repair company from whom you receive your Plan documents.

f. 'Works' means any installation, repair or servicing works carried out by us further to a Quote or as included under a Plan.

g. 'You' and "your' refers to you, the person whose application to join one or more of the Plan(s) has been accepted by us.

Section 2 – Conditions applicable to Service Plans

1) Service Plan Eligibility

a. You can apply for a Plan only if:

i) you have one domestic air-to-water air source heat pump (ASHP) system and one associated hot-water cylinder, both identified in your Plan documents. Additional outdoor units, cylinders, cascade arrangements or hybrid systems require our written acceptance and a bespoke Quote.

ii) you live in the area we cover (please contact us for details).

iii) you are aged 18 or over and are the owner or owner-occupier of the property in respect of which you require the Plan.

iv) the property in question has 5 or fewer bedrooms.

v) in the case of a servicing Plan for an Add-on Item, you also apply for a Plan which is not only for an Add-on Item.

b. Additionally, you can apply for an Essential ASHP and Cylinder Service Plan or an Essential ASHP, Cylinder and Heating System Service Plan only if:

i) your ASHP and cylinder are no more than 15 years old, have identifiable makes and models, and can be safely accessed for servicing and repair in accordance with the manufacturers' instructions.

ii) your ASHP, cylinder and associated heating system are safe and in good working order (see paragraph 3b below).

c. At our discretion, we can provide a bespoke quote for your Plan(s) if your property has more than 5 bedrooms. We reserve the right to quote a higher price than the Fees shown in the Plan document in such cases, and in any other situation where the heating system in your property will make it more difficult or expensive for us to service and/or maintain your products.

d. We reserve the right to refuse any application for a Plan, or to cancel any Plan, without giving a reason. Your Plan(s) will only commence once we confirm in writing that you have been accepted onto the Plan.

e. Any Plan is specific to the ASHP and cylinder identified at its commencement. If either is replaced or materially altered during a Plan (other than by us), you must immediately inform us and we may, at our sole discretion, either amend or cancel the Plan.

f. Our Plans are designed for owned properties only and will automatically terminate on the date you sell your property. In this case, both your and our obligations under any Plan 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 list of what is included in each Plan is set out in the Plan documents description.

b. The Plans enable you to spread the cost of annual ASHP and cylinder servicing and, where expressly included in your Plan description, associated expected periodic maintenance over a 12-month period. If you cancel your Plan prior to your next service, we will not refund monies paid up to that point. Please see paragraph 5 below for more details.

c. Each year we will contact you when the annual service is due to arrange a visit to service your ASHP, associated hot-water cylinder and controls identified in your Plan documents. The service will follow the applicable manufacturers' instructions and statutory requirements and be carried out by suitably competent engineers. As applicable to the installed equipment, ASHP checks include the outdoor unit, airflow, fan and coil condition, condensate drainage, accessible pipework, leaks, operating temperatures, system pressures, electrical connections and controls. Cylinder checks include leaks, expansion provision, inlet controls and strainers, temperature controls and safety cut-outs, immersion-heater controls, and, for unvented cylinders, safety relief valves, tundish and discharge arrangements. Manufacturer-prescribed routine cleaning and checks form part of the service; repairs and replacement parts remain subject to your Plan description and the exclusions below. We will record findings and advise on remedial work. If we do not manage to contact you, or you do not hear from us when the service is due, you should call us. If you do not contact us and/or permit access within 60 days of the service due date, you will not be entitled to a service under your Plan until the following year. Subsequent annual services will be carried out on or around the anniversary of the preceding annual service.

d. At any time after the first 12 months of your Plan, we reserve the right to alter the price and/or inclusions/exclusions of your Plan by providing a minimum of 7 days' written notice to you.

e. Where your ASHP and Cylinder Service Plan or ASHP, Cylinder and Heating System Service Plan expressly includes repairs, we will repair the ASHP and cylinder components listed in your Plan description where required for proper operation, parts are available and the equipment is not Beyond Economic Repair. Relevant components may include circulation pumps, motorised valves, sensors, expansion vessels, cylinder thermostats, safety valves and immersion heaters, but are covered only where expressly listed. Compressors, refrigerant circuits, refrigerant, coils, inverter boards, cylinder vessels and internal cylinder coils are not automatically included. New heating controls are excluded unless expressly included in your Plan description. Emergency call-outs and faults unrelated to the expected periodic maintenance specified in your Plan remain excluded.

f. Where expressly included in your ASHP, Cylinder and Heating System Service Plan, we will also repair or replace (at our sole discretion) radiators, radiator valves, accessible heating-water pipework and associated heating-system components listed in your Plan description, subject to the exclusions below. Servicing a cylinder does not, by itself, include replacement of the cylinder vessel or its internal coil.

g. In addition to any exclusions contained within the description of each Plan, the following exclusions apply to all Plans:

i) the fabric of your property, including pipework encased or buried in it; anything for which you are not legally responsible, such as pipes, cables and drains outside your property's boundary; your incoming domestic water supply; and domestic hot and cold water distribution pipework, taps and washers. This exclusion does not exclude the servicing of the cylinder and its associated safety and control components described in paragraph 2c.

ii) other heating appliances, additional cylinders, thermal stores, buffer vessels, underfloor heating circuits and manifolds, and specialist heating equipment unless expressly included in your Plan description. This exclusion does not exclude the ASHP and associated hot-water cylinder identified in your Plan.

iii) accidental damage; repairs or modifications, where not approved by either us or the heating equipment manufacturer; and intentional or unintentional misuse of or damage to your products or services; including damage or faults caused by a third party, other than one of our employees or approved sub-contractors.

iv) remedial work, including de-scaling or system flushing, arising from hard-water scale, aggressive water, sludge, contamination or unsuitable heating-fluid condition; and associated damage to ASHP, cylinder or heating-system components. Routine manufacturer-prescribed service checks are not excluded by this paragraph.

v) remedial removal of corrosion products, blocked-system clearance, replacement filters, or the supply or replacement of inhibitor, glycol or other water-treatment chemicals unless expressly included in your Plan description. Routine manufacturer-prescribed inspection and cleaning of accessible service strainers or filters remains included under paragraph 2c.

vi) replacement of compressors, refrigerant-side heat exchangers or coils, inverter boards, or the cylinder vessel or internal coil, unless expressly included in your Plan description. Opening, repairing, evacuating or recharging the refrigerant circuit and the cost of refrigerant are excluded unless expressly included. Any refrigerant work must be undertaken by appropriately qualified persons in accordance with applicable requirements for the equipment and refrigerant.

vii) data loss or corruption; home-network, broadband, third-party app or cloud-service faults; and optional software upgrades or changes unless expressly included. Routine checks of the ASHP's and cylinder's local controls remain included under paragraph 2c.

viii) damage or faults which are covered by any insurance policy you hold or by a manufacturer's guarantee.

ix) damage caused by extreme weather, lightning, flood, earthquake, hurricane, fire, explosion, subsidence or structural repairs; or faults caused by failure of the water or electricity supply or broadband service. Normal ASHP defrost operation and condensate are not, by themselves, faults. Inspection of defrost operation and condensate drainage where required by the manufacturer remains part of the annual service; weather-related damage repairs remain excluded.

x) inadequacy arising from the original design or installation of your ASHP, cylinder or heating system (unless installed by us), including unsuitable sizing, emitter capacity or hydraulic arrangements; manufacturer or supplier recalls or modifications; and work to bring equipment into compliance or make it safely accessible. Consequential damage or loss caused by a defect is excluded unless attributable to our negligence. If attributable to our negligence, notification must be given in writing with full details within fourteen days of the incident.

xi) damage caused whilst your property was unoccupied for four weeks or more.

xii) repairs and replacement parts, refrigerant, insulation, decorative parts, accessories or consumables unless expressly included in the Plan description. Routine servicing of the ASHP and cylinder is not a promise to replace complete units.

xiii) noise alone where it is normal operating noise from the ASHP fan, compressor, circulation pumps or defrost cycle and no fault is identified. Abnormal noise will be assessed against the manufacturer's guidance; any repair remains subject to your Plan description and exclusions.

xiv) customer-requested changes to time schedules, room temperatures or weather-compensation settings, radiator bleeding or routine system top-ups outside the annual service, unless expressly included. Checks and adjustments needed for the manufacturer-prescribed annual service, including cylinder temperature and safety-control checks, are not excluded by this paragraph.

xv) visits outside of normal working hours, Monday to Friday, and any emergency callouts and callouts which do not arise from expected servicing and maintenance requirements.

h. Our Plans are service plans which spread payment for the annual service of your ASHP and associated hot-water cylinder and, only where expressly included in your Plan description, the labour and parts reasonably expected for periodic maintenance. The Plans do not provide insurance cover.

i. Repairs are not included under a servicing-only Essential ASHP and Cylinder Service Plan or Essential ASHP, Cylinder and Heating System Service Plan. Where a Plan expressly includes repairs, those repairs are excluded if the affected ASHP or cylinder is Beyond Economic Repair (BER). We will assess each item separately, considering its age, condition, parts availability and the cost of the parts required compared with its assessed current value. A failed compressor, heat exchanger or cylinder vessel will be assessed on that basis rather than automatically treated as BER. We will explain the assessment and any chargeable options in writing. No fixed nominal value or depreciation rate applies under these Terms. Replacement of an ASHP or cylinder is not included unless expressly stated in your Plan description.

j. If you need work or repairs carrying out that are not included in your Plan(s), we will provide a Quote for parts and labour. There is no obligation to ask us to proceed.

3) Limitations

a. Investigation or remedy of faults affecting your ASHP, cylinder or heating system before the first scheduled service and, in any event, during the first 14 days of a relevant Plan, or pre-existing faults or conditions, is not included and will be chargeable Works unless we installed the products and have maintained them ever since.

b. When we carry out the first service and inspection under an ASHP and Cylinder Service Plan or ASHP, Cylinder and Heating System Service Plan, if the ASHP, cylinder or associated system was not safe and in good working order at the time of application, we will provide a Quote for the work needed to bring it up to the required standard. You are not obliged to proceed but, if you decline, we will cancel your Plan and invoice you for our visit and any work carried out, less payments received under the Plan.

c. Despite regular servicing and maintenance, products sometimes fail, and this can damage other items in your property. We cannot repair or replace these items within the cost of your Plan(s) unless the products included in your Plan(s) failed because we did not service or maintain them properly.

d. Where parts require replacement, we cannot guarantee the availability of the exact same part and, at our sole discretion, may supply and fit replacement items which may not be the same, but will have the same functionality.

e. We do not provide Plans for an ASHP or cylinder over 15 years old, or for mobile or park homes which are owned or rented.

4) Callouts

a. Call-out Fees for issues with your ASHP, cylinder or heating system arising outside your annual service Plan are not included and are payable in addition to Plan Fees.

b. 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.

c. 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 an additional Call-out Fee for any re-arranged visit.

5) Termination

a. If You cancel your Plan no refunds will be payable by us, except where cancellations are made under paragraph 5c below. You are free to cancel at any time as there is no minimum contract period and no cancellation fee. To cancel, please either email us or write to us at the address set out in your Plan documents. A cancellation form can be found at the end of this document. b. Please note, if you cancel your Plan within a 12-month period during which we have provided products and/or services under the Plan, we reserve the right to recover from you any cost of such products and services not covered by your payments under the Plan. If you cancel your Plan prior to your next service then we will not provide the service under the Plan and any work that you subsequently ask us to do, including any servicing, will be considered as extra Works for which we will prepare a Quote.

c. If you cancel any Plan within the first 14 days from its commencement then, provided you have not called us out to do work under it and we have not undertaken an ASHP, cylinder or other appliance service, we will refund in full all sums paid by you under that Plan.

d. If, by reason of circumstances outside of our control we are unable to provide the expected benefits under your Plan in any given year, we will refund you any sums paid but will be liable for no other costs, charges or loss.

e. We will give you at least 7 days' notice of our intentions to make changes to your Plan(s) including your Plan Fees. If you do not accept the changes then you may cancel your Plan.

Section 3 – Conditions applicable to all Works

1) Obligations

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 or agreed with you. However, unforeseeable circumstances (e.g. extreme weather conditions or the unavailability of spare parts) 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. Further, we will provide you with reasonable assistance in making valid claims under any warranty provided by the manufacturers of products we supply to you in the course of providing the Works.

c. In providing a 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 with 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/or on our ability to provide the Works under the Plan, 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 and, if the Works are subject to a Quote, 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 (or immediately in the case of Works carried out under a Plan), our obligations in respect of the Works will then be regarded as discharged.

e. Unless the Works are included under a Plan or, where available, you have entered into an agreement to finance the Works (see separate terms and conditions), the Fees are due and payable 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 5% 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 products, 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.

2) Carrying Out the Works

a. Unless included under the terms of your Plan, a contract for us to carry out the Works only comes into force when you have paid any deposit referred to in the Quote.

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b. 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.
c. 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.
d. 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 the payments made under your Plan do not include us arranging or paying for any necessary redecoration of your property.
e. 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, the payments made under your Plan do 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.
3) Stopping (Temporarily or Permanently) the Works
a. We will be entitled to cease the Works immediately if we discover asbestos, infestation or any other health or safety risk 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 carrying out Works, we may recommend additional work to improve system performance, reduce the risk of future faults or address safety requirements. Any additional chargeable work will be subject to a Quote. If we reasonably believe your ASHP, cylinder or associated electrical, hydraulic or refrigerant equipment is unsafe, we will explain the risk and may need to isolate the affected equipment safely, with your approval where required, and advise on remedial work. Unvented-cylinder safety devices and discharge arrangements must not be bypassed or obstructed. Work on unvented cylinders and refrigerant circuits will be undertaken only by persons competent and appropriately qualified for the task. If the condition exposes us to unreasonable risks in providing future services, our obligations under the affected Plan will be suspended unless and until the recommended work has been completed 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 and/or suspend any Plan(s) (without penalty) until such time as payment is made.
e. We may terminate all Works and/or your Plan(s) at any time without liability and 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.
f. If you are a consumer (i.e. not a landlord), you have the right to cancel the Works under a Quote within 14 days of accepting the Quote without giving any reason. To exercise the right to cancel please either email us or write to us at the address set out in your Plan or Quote documents. A cancellation form can be found at the end of this document.
g. If you require us to commence any Works within 14 days of accepting a Quote then we will require you to complete and sign a waiver that confirms your acknowledgement and acceptance that you are waiving your right to cancel within 14 days.
h. If you wish to complain or you are unhappy with the service provided, please contact our customer services team.
4) Data Protection
a. We will collect the following information about you and your product/s: i) your name, contact details, and the address of your property. ii) payment information provided by you in connection with payment of Fees. iii) details of your Plans and Quotes, details of payments to and from you, and details of visits made and Works planned or completed. iv) any problems you report.
b. We use this information to: i) provide you with the product/s and/or services as detailed in your Plan(s) and in any Quote(s), and to take payment of Fees. ii) administer and improve our business. iii) let you know about any ways in which we can improve the service you receive from us. iv) tell you about any offers, products or services which may be of interest to you. We may contact you by post, telephone, email and/or other electronic messaging services. To change your marketing preference let us know by emailing or writing to us.
c. By applying for a Plan you agree that we may use your data in the manner described above.
d. All use of your data will be in accordance with the most recent data protection legislation and we will not use your data in any other manner or for any other purpose than as described above.
e. You have the right to ask us for a copy of the personal information we hold about you; to update or correct your personal information to keep it accurate; to object to us processing your personal information – in which case we will either agree to stop processing or explain why we're unable to; and, where we rely on your consent, withdraw that consent at any time.
f. In respect of any Plan EMG, as our software provider, will also process and store on our behalf the following information about you and your product/s: i) your name, contact details, and the address of your property. ii) payment information provided by you in connection with payment of Fees on direct debit. iii) details of your Plans and Quotes and details of direct debit payments from you.
g. EMG will use this information solely in accordance with our instructions and as data processor for us.
h. By applying for a Plan you agree that EMG may process your data in the manner described above.
5) 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 Works, as well as any loss or damage you suffer (for example due to water leaks) resulting from any fault in your system or products that we have not caused. We will not be liable for any loss, damage or delay arising from force majeure.
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. We do not provide insurance and the Plans are not contracts of insurance; they are service plans whereby you make pre-payments in return for our periodic maintenance of products.
e. For the avoidance of doubt, this paragraph 5 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.
6) General
a. These Terms and Conditions, together (as applicable) with the Plan(s) or the Quote(s), 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. Any Plan or Quote is a contract between us that is personal to you. You cannot transfer your rights under the Plan or Quote to anyone else without our consent. We can transfer our obligations under any Plan or Quote to any third-party.
c. 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.
d. 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.
e. 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, unless we are domiciled in a different country, in which case the laws of that country will prevail.
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 applying for a Plan or requesting a Quote.
Standard Cancellation Form Pro Forma
I/We hereby give notice that I/we cancel my/our Plan/Quote for the following goods and/or for the supply of the following service.

Description of order:

Ordered on/received on:

Name of customer/s:

Address of customer/s:

Signature of customer/s (only required if notified on paper):
Date: