Terms and Conditions

About these Terms and Conditions

These Terms and Conditions are divided into the following sections for ease of reference:

Section 1 defines the key terms used throughout this document, including the Plan, Fees, Works, the parties, and Solar PV System.
Section 2 sets out the conditions that apply to Service Plans, including eligibility, plan inclusions and exclusions, annual service visits, boiler and heating repairs, and Solar PV cover.
Section 3 explains the limitations that apply to the Plans, including additional limitations for Solar PV Plans.
Section 4 sets out the call-out arrangements, including the rules for Solar PV call-outs and any additional charges that may apply.
Section 5 explains the termination and cancellation rules that apply to the Plans, including the Solar PV Plan.
Section 6 sets out the conditions that apply to all Works carried out by EMG Installations Ltd, whether under a Plan or following acceptance of a Quote.
The final section contains a Standard Cancellation Form Pro Forma for clients to complete if they wish to cancel their policy.

SECTION 1 – DEFINITIONS

a. 'Add-on Item' means a Gas Fire Service Plan, Gas Cooker Service Plan, Unvented Cylinder Service Plan, and/or the provision of a Landlord's Gas Safety Certificate in conjunction with a Plan.
b. 'Fees' means the charges payable by you to us for the provision of a Plan, or for Works provided under an accepted Quote.
c. 'Plan' or 'Plans' means the Service Plan or Service Plans described in the relevant Plan documents, which you have successfully applied to join, which we have confirmed in writing or by email as having commenced, and which have not been terminated.
d. 'Quote' means any written or emailed quote issued by us and accepted by you for products or services not included within a Plan. It also includes any changes to that Quote which we and you agree or confirm in writing or by email.
e. [Removed – TradeHelp definition deleted]
f. 'Us', 'we' and 'our' refer to EMG Installations Ltd, a company registered in Scotland under company number SC538243, with its trading office at 22 Langlands Avenue, East Kilbride, G75 0YG. EMG Installations Ltd provides the Plan documents and carries out the Works described in these Terms and Conditions.
g. 'Works' means any installation, repair or servicing works carried out by us further to a Quote or as included under a Plan.
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.
i. 'Solar PV System' means the solar photovoltaic panels, inverter, DC/AC cabling, isolators, generation

meter and mounting framework installed at your property.

SECTION 2 – CONDITIONS APPLICABLE TO SERVICE PLANS

1. Service Plan Eligibility

a. General eligibility

You may apply for a Plan only if all of the following apply:

You have one domestic condensing gas central heating boiler, up to 70kW.
You live within our service area. Please contact us for details.
You are aged 18 or over and are the owner or owner-occupier of the property.
The property has five or fewer bedrooms.
If applying for a servicing Plan for an Add-on Item, you must also apply for a Plan that is not solely for an Add-on Item.

b. Additional eligibility for Essential Boiler Service Plan and Essential Heating System Service Plan

Your boiler has a circular flue, is under 16 years old, and does not need to be removed from the wall for repair.
Your boiler and heating system are safe and in good working order.

c. At our discretion, we may provide a bespoke quote for properties with more than 5 bedrooms.

d. We reserve the right to refuse any application for a Plan, or to cancel any Plan, without giving a reason.

e. Any Plan is specific to the boiler installed at commencement. If your boiler is changed (other than by us), you must inform us immediately.

f. Plans apply only to owned properties and automatically terminate on the date you sell your property.

g. Solar PV Plan eligibility

You may apply for a Solar PV Service Plan only if all of the following apply:

Your Solar PV system is safe, structurally secure, and in good working order at the time of application.
Your inverter is under 12 years old.
Safe access is available to the inverter and isolators.
Roof access is possible without specialist equipment, unless otherwise agreed in writing.

2. Inclusions and Exclusions

a. Plan inclusions
The items included under each Plan are set out in the relevant Plan description. Plans are designed to help you spread the cost of servicing and expected periodic maintenance over 12 months.
b. Annual service visits
Each year, we will contact you to arrange the applicable annual visit under your Plan:

Boiler Service, where you hold a Boiler Service Plan.
Heating System Service, where you hold a Heating System Service Plan.
Solar PV Annual Performance Check, where you hold a Solar PV Service Plan.

If you do not contact us, or do not allow access within 60 days of the due date, the service visit will be deferred until the following year.
c. Changes to Plan Fees or inclusions
We may change Plan Fees or inclusions by giving you at least 7 days' written notice.
d. Boiler repairs
Where required for the proper working of the boiler, we will repair boiler parts or heating controls that are not beyond economic repair. Labour and standard boiler parts are included, except for:

new heating controls;
emergency call-outs; and
issues unrelated to periodic maintenance.

e. Heating system repairs
Where required for the proper working of the heating system, we may repair or replace radiators, radiator valves, pipework, header tank and gas pipework, subject to the exclusions that apply to your Plan.
f. Solar PV cover
The Solar PV Service Plan includes the following cover:
i. Annual Solar Performance Check

visual inspection of panel condition, from ground level or safe access;
DC/AC electrical testing;
inverter performance review and fault-log analysis;
isolator and switch verification;
generation meter check;
monitoring system review, where applicable; and
an annual performance report.

ii. Solar inverter component failure cover
If your inverter fails due to internal component failure, we will supply and fit a replacement standard domestic inverter. Labour and the cost of the replacement inverter are included.
iii. Solar breakdown call-outs
A maximum of two Solar PV breakdown call-outs are included per year.
Solar PV exclusions

replacement of solar panels;
roof repairs or structural works;
bird-proofing installation;
scaffolding or specialist access equipment;
damage caused by weather, fire, impact or third-party work;
monitoring platform subscription fees;
faults caused by shading, debris or poor installation;
DC cable replacement, unless required due to inverter failure; and
battery storage systems, unless separately covered.

h. General Exclusions (apply to all Plans)
All exclusions from your original document remain unchanged.
i. Beyond Economic Repair (BER)
Boiler BER rules remain unchanged, including depreciation table.
j. Additional Works
Any work not included in your Plan will be quoted separately.

SECTION 3 – LIMITATIONS

All limitations from your original document continue to apply. The following additional limitations apply to Solar PV Plans:

Pre-existing Solar PV faults are not covered.
If the Solar PV system is found to be unsafe or non-compliant at the first inspection, we will provide a quote for any corrective works required.
If you decline required safety works, the Solar PV Plan will be cancelled.

SECTION 4 – CALL-OUTS

The existing boiler and heating call-out rules continue to apply.
Solar PV call-outs

A maximum of two Solar PV call-outs are included per year.
Additional call-outs are chargeable.
Additional fees may apply where access is unsafe or where the inverter cannot be reached.

SECTION 5 – TERMINATION

All existing termination rules continue to apply. The Solar PV Plan follows the same cancellation rules as the heating plans

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SECTION 6 – CONDITIONS APPLICABLE TO ALL WORKS

This section remains as set out in your original document, and all clauses are preserved.

Standard Cancellation Form Pro Forma

If you wish to cancel your policy, please complete the cancellation form below and return it to EMG Installations Ltd. Cancellation will be processed in accordance with the cancellation and termination terms set out in this document.

Client Cancellation Form

Client Name:
_____

Property Address:
_____
_____

Policy / Plan Name:
_____

Policy / Customer Reference:
_____

Telephone Number:
_____

Email Address:
_____

Preferred Cancellation Date:
_____

Reason for Cancellation:
_____
_____
_____

Client Signature:
_____

Date:
_____
_____

Please return the completed form to EMG Installations Ltd at 22 Langlands Avenue, East Kilbride, G75 0YG, or by email using the contact details provided to you.

Footer

EMG Installations Ltd
Company Number: SC538243
Trading Office: 22 Langlands Avenue, East Kilbride, G75 0YG
Website: energymadegreener.co.uk