

TERMS AND CONDITIONS

For Gas Central Heating System, Gas Boiler and
Controls and/or Electrical Wiring Protection

NOVEMBER 2010

1. SCOPE OF COVER

- 1.1. These terms and conditions apply to the service and maintenance **agreement** provided by SSE Home Services Limited.
- 1.2. The types and levels of cover offered are:
 - (a) gas **central heating system cover** or gas **boiler and controls cover**; and/or
 - (b) **electrical wiring cover**.
- 1.3. Unless specifically stated otherwise, clauses in these terms and conditions are applicable to all types and levels of cover.
- 1.4. Subject to the provisions of this **agreement**, this **agreement** covers the cost of all parts and labour (including VAT) associated with repairs required to maintain **your system** in working order. The repairs covered by the **agreement** will be determined by the type and level of cover **you** have chosen.
- 1.5. There are no limits to the number of call-outs **you** may have during the course of this **agreement**.
- 1.6. Unless either party cancels **your agreement**, **we** will continue to provide **you** with cover in accordance with the terms and conditions of this **agreement**.
- 1.7. **We** reserve the right to amend the cost of **your agreement** and will provide **you** with prior notice of any such change. If, as a result of any such change, **you** wish to cancel **your agreement**, then the provisions of clauses 10.1, 10.3 and/or 10.4 will apply.
- 1.8. This **agreement** only covers domestic **properties** owned and occupied by the person taking out the **agreement**. This **agreement** does not cover **properties** occupied by tenants. If **we** become aware that the **agreement** has been entered into by **you** for a tenanted or commercial **property**, **we** will cancel **your agreement**.
- 1.9. It is **your** responsibility to cancel any similar service and/or maintenance agreement which **you** may have with an alternative provider.

2. SCOPE OF GAS COVER

- 2.1. Clauses 2.2 to 2.9 (inclusive) are only applicable to **central heating system cover** and **boiler and controls cover**.
- 2.2. **We** will carry out an annual service of **your** boiler (subject to manufacturers' recommendations) and inspection of **your** boiler and **central heating system**. **We** will normally only carry out one such annual service and inspection in any 12 month period. **We** will usually try to carry this out around the same time each year, but this will depend on **our** workload and **your** appointment preference.
- 2.3. **We** do not apply **system** age limitations provided spare parts are still available.
- 2.4. **We** will only use Gas Safe Register engineers to work on **your system**.
- 2.5. Some **systems** and/or boiler makes and models are not suitable for contract cover. If applicable, **you** will be advised of this either during or shortly after **our initial inspection** or any subsequent annual service and inspection visit.
- 2.6. This **agreement** is applicable to boilers and circulating warm air units running on natural gas. This **agreement** does not cover LPG, oil, electrical or under-floor heating systems.
- 2.7. Only **systems** which comply with the Gas Safety (Installation and Use) Regulations (current edition), the relevant manufacturer instructions and the relevant British Standards, will be covered.
- 2.8. **Systems** which have two or more different fuel type heat sources connected to the same **central heating system** are not covered under this **agreement**.
- 2.9. **Systems** containing a gas boiler and a gas range connected to the same **central heating system** are not covered under this **agreement**.

3. SCOPE OF ELECTRICAL WIRING COVER

- 3.1. Clauses 3.2 to 3.5 (inclusive) are only applicable to **electrical wiring cover**.
- 3.2. Where **we** deem it necessary, **we** will carry out an **initial inspection** of **your fixed electrical wiring system** to confirm suitability for cover.

- 3.3. **We** will advise **you** whether **we** can provide cover either during or shortly after **our initial inspection**. Where **we** deem that an **initial inspection** is not necessary, subject to clauses 5.6 and 6.1, **your system** will be considered suitable for **electrical wiring cover**.
- 3.4. **We** plan to carry out subsequent inspections of **your fixed electrical wiring system** every five years.
- 3.5. **We** will only use suitably qualified electricians to work on **your system**.

4. APPOINTMENTS

- 4.1. Inspection visits and annual service visits (where applicable), will be carried out on an agreed date during **our** normal working hours, which are available on request.
- 4.2. Breakdown calls will be treated as a priority over service and inspection visits.
- 4.3. If **we** agree the breakdown is an emergency, **we** will use **our** reasonable endeavours to respond to it within two hours, or as soon as is reasonably practicable, including at weekends and on public holidays.
- 4.4. If for any reason **you** will not be available for an agreed appointment time, **you** should contact **us** at the earliest opportunity to agree an alternative appointment.
- 4.5. It is **your** responsibility to allow **us** access to **your property** for appointments which have been agreed with **you**. **We** reserve the right to charge **you** for costs incurred where **we** attend **your property** for an agreed appointment, but are either unable to gain access to **your property** or **you** decline to give **us** access.
- 4.6. Where **we** have attended **your property** for an agreed appointment, and **we** have been unable to gain access on two occasions for an annual service and inspection visit (for **gas cover**) or on two occasions for an inspection visit other than an **initial inspection** (for **electrical wiring cover**), then **our** obligations in respect of carrying out that visit will be deemed to have been fulfilled.
- 4.7. Where **we** have provided written notification to **you** requesting that **you** contact **us** to arrange an appointment for an annual service and inspection visit (for **gas cover**), or an inspection visit other than the **initial inspection** (for **electrical wiring cover**), and **you** fail to contact **us** within 28 days of receiving the notification to make an appointment, then **our** obligations in respect of carrying out that visit will be deemed to have been fulfilled.

5. START DATE AND PAYMENT

- 5.1. Cover will start 14 days after **we** accept **your** application, subject to receipt of payment. Any repairs required prior to the **cover start date** will be chargeable.
- 5.2. Payment must be made monthly by direct debit or as a single payment in advance of **your cover start date**.
- 5.3. After **your** 14 day cooling off notice period, subject to the clauses 5.4 to 5.6 (inclusive), **we** will provide **you** with cover in accordance with the terms of this **agreement**.
- 5.4. In the case of **gas cover**, in the period between the **cover start date** and **us** carrying out an **initial inspection**, **we** reserve the right to charge **you** for any repairs due to a **pre-existing fault or system deficiency**.
- 5.5. In the case of **electrical wiring cover** where **we** have deemed it necessary to carry out an **initial inspection**, in the period between the **cover start date** and **us** carrying out an **initial inspection**, **we** reserve the right to charge **you** for any repairs due to a **pre-existing fault or system deficiency**.
- 5.6. In the case of **electrical wiring cover** where **we** have deemed it not necessary to carry out an **initial inspection**, **we** reserve the right to charge **you** for any repairs which are due to a **pre-existing fault or system deficiency**.

6. UPGRADE WORK

- 6.1. At the **initial inspection** or, in the case of **electrical wiring cover** where **we** have deemed that an **initial inspection** was not required, the first time **we** attend **your property**, **we** may identify upgrade work



- required to bring **your system** up to **our** standards for contract cover. Any such upgrade work performed by **us** will be chargeable.
- 6.2. If **you** decline to undertake the upgrade work identified by **our** engineers in accordance with clause 6.1, **we** will either exclude the relevant **system** parts from **your** cover until the upgrade work has been completed to **our** satisfaction, or we will cancel the **agreement**.
- 6.3. Any repairs required as a consequence of these excluded **system** parts, will be chargeable.

7. GENERAL EXCLUSIONS AND LIMITATIONS

- 7.1. If **we** replace any parts, **we** retain the option to do so using parts of a standard specification. If **you** request replacement parts which are to higher specification than **our** standard parts, a charge may be applied for the incremental cost of the suitable alternatives to **your** specification, and for labour costs if a revisit is required to fit these parts.
- 7.2. Any costs associated with changes required to ensure **your system** complies with current legislation and industry standards will not be covered by **this agreement**.
- 7.3. **We** do not cover the cost of repairs required due to **system** design faults, system deficiencies or manufacturer design faults.
- 7.4. **We** will not cover the cost of repairs that are required as a consequence of **your** own, or a third party's misuse, wilful damage, negligence or poor workmanship.
- 7.5. This **agreement** does not cover the cost of repairs required as a consequence of damage by vermin.
- 7.6. **We** do not cover the cost of faults caused by changes, loss or fluctuation to utility supplies (electricity, gas or water), floods, storms, freezing, lightning, explosion, subsidence, or any other structural changes.
- 7.7. When undertaking repairs, **we** reserve the right to charge for work required to gain access to **your system** if it is built into the fabric of **your** building. This includes, but is not limited to, pipes buried in walls or floors.
- 7.8. The cost of redecoration, and replacement or repair of any floor coverings or fixtures and fittings are not covered by this **agreement**.
- 7.9. **We** reserve the right to charge for or decline to perform work required to remove asbestos.
- 7.10. **We** reserve the right to decline to perform work in areas which, in **our** sole opinion, are unsafe, including, but not limited to, unfloored loft areas.
- 7.11. Electric immersion heaters, regardless of their location, are not covered by this **agreement**.
- 7.12. If **you** fail to make payments due, **we** reserve the right to suspend **your** cover until **you** pay **us** the unpaid amounts.

8. GAS COVER EXCLUSIONS AND LIMITATIONS

- 8.1. Clauses 8.2 to 8.18 (inclusive) are only applicable to **central heating system cover**, and **boiler and controls cover**.
- 8.2. This **agreement** covers one boiler per domestic **property**. **Properties** with more than one boiler will require additional cover.
- 8.3. This **agreement** excludes all commercial rated boilers or boilers used in commercial premises.
- 8.4. This **agreement** excludes boilers with a heat input capacity of greater than 70kW (net).
- 8.5. Where the **central heating system** contains a renewable heat source element, this **agreement** does not cover any element of the renewable heat source installation or any specialist controls associated with it.
- 8.6. This **agreement** does not cover **individual gas space heaters**.
- 8.7. Restricted availability of spare parts may mean it is not always possible to repair a particular fault. If **we** are unable to reasonably source spare parts, **we** will replace **your** boiler with one of a similar specification, providing **your** boiler is less than seven years old. For boilers that are more than seven years old, **you** will be eligible for a 10% discount off the cost of a replacement boiler, if **you** choose **us** to perform the work.
- 8.8. If spare parts are available but, in **our** opinion, the cost of carrying out a repair to **your** boiler is more

than the cost of providing a replacement, **we** reserve the right to replace **your** boiler with one of a similar specification.

- 8.9. This **agreement** does not cover the cost of repairs required as a consequence of sludge or limescale.
- 8.10. This **agreement** does not cover the cost of system flushes to remove sludge, limescale and other waste from **your system**. Any system flush work performed by **us** will be chargeable.
- 8.11. This **agreement** does not cover the cost of repairing faults or damage caused by problems external to the **central heating system** which resulted in the incorrect operation of the boiler condensate disposal.
- 8.12. **We** reserve the right to charge for work required to rectify blockages, or remove airlocks.
- 8.13. In the case of **central heating system cover**, this **agreement** covers standard panel radiators. If **you** have any other radiator type, including but not limited to designer radiators, column radiators, cast iron radiators and towel rails, where repairs or replacements are necessary, **we** will replace them with standard panel radiators of an equivalent output, unless **you** pay the incremental cost of a suitable alternative to **your** specification.
- 8.14. This **agreement** only covers the cost of repairing copper and approved plastic pipe-work. It does not cover the cost of replacing pipe-work.
- 8.15. This **agreement** does not cover the cost of repairing or replacing flues that are not part of the boiler. Where flues are covered by this **agreement**, the cost of any specialist equipment and/or labour required to access and/or undertake work to these flues may be chargeable.
- 8.16. This **agreement** does not cover replacing or repairing parts that do not affect the functionality of the **system**.
- 8.17. **Gas cover** for **systems** **we** deem to be non-standard may attract an additional charge. Non-standard **systems** will be identified by **our** engineers whilst attending **your property**, in which case, **we** will confirm any additional charges which may apply. Non-standard systems include, but are not restricted to, Powermax boilers, warm air systems, Gledhill thermal stores and unvented hot water cylinders.
- 8.18. Any baffle replacements (where necessary) on Powermax boilers (where applicable) will be fully chargeable.

9. ELECTRICAL WIRING COVER EXCLUSIONS AND LIMITATIONS

- 9.1. Clauses 9.2 to 9.7 (inclusive), are only applicable to **electrical wiring cover**.
- 9.2. This **agreement** does not cover the cost of repairing the power supply to **your property** or the electricity meter. These are the responsibility of **your** local electricity distribution company and electricity supplier respectively.
- 9.3. This **agreement** does not cover the cost of repairing or replacing the power supply between **your** home and any outbuildings, or the cable between the electricity meter and the fuse box.
- 9.4. This **agreement** excludes any items not forming part of the **fixed electrical wiring system**. These exclusions include timers, programmers, domestic electrical appliances, electrical heating equipment, security systems, security lighting, swimming pools, telephone wiring, smoke detectors, extractor fans, electrical garage doors, electrical gates, wiring or anything connected to satellite dishes, television aerials, their fittings and masts.
- 9.5. This **agreement** only covers the cost of repairing faults. It does not cover the cost of major rewiring works.
- 9.6. **We** do not cover the cost of repairs to decorative and fluorescent light fittings or transformers associated with decorative or low voltage lighting.
- 9.7. **We** reserve the right to charge for work required to reset circuit breakers, fuse boxes or controls, unless their failure is associated with repair work **we** have performed.

10. CANCELLATION

- 10.1. Either party can cancel this **agreement** by providing written notice. Cover will cease immediately once this notification has been received and processed by **us**. For the avoidance of doubt, if **you** fail to notify **us** of **your** wish to cancel **your agreement**, **you** will continue to be liable for the daily cost of cover until **we** have received and processed **your** cancellation notice.



- 10.2. If **we** cancel **your agreement** either in accordance with clause 6.2 or where **we** have identified that **your system** is not suitable for contract cover (except in the circumstances set out in clause 1.8), payments made by **you** prior to this in the current **contract year** will be refunded, subject to payment of any charges or amounts due under clauses 10.5 and/or 10.6.
- 10.3. After **your cover start date**, if **you** wish to cancel **your agreement**, or **we** wish to cancel **your agreement** either in accordance with clause 1.8 or because there is a safety related issue which, in **our** reasonable opinion, is within **your** control, in any **contract year** after **we** have carried out an inspection, service or any repairs during that **contract year**, **we** reserve the right to charge **you** a cancellation charge. The cancellation charge will be up to a maximum of £170 (including VAT). The cancellation charge payable by **you** will depend on when **you** cancel during that **contract year**, and take into account work carried out by **us** during that **contract year**, and any payments (other than payments for chargeable work) which have already been made by **you** in that **contract year**.
- 10.4. After **your cover start date**, if **you** wish to cancel **your agreement**, or **we** wish to cancel **your agreement** in accordance with clause 1.8, in any **contract year** and **we** have not attended **your property** during that **contract year**, **we** reserve the right to charge **you** an administration fee of £20 (including VAT).
- 10.5. If either party cancels the **agreement**, a charge may be made to cover amounts which are due but have not yet been paid at the point of cancellation.
- 10.6. If either party cancels the **agreement** after **we** have agreed to spread the payment for upgrade work, **you** are liable to pay **us** the unpaid amount of the payment.
- 10.7. If either party cancels the **agreement** and **you** have paid in advance for **your** annual cover, **you** will receive a refund for the period remaining on **your agreement**, subject to payment of any charges or any amounts payable under clauses 10.3 to 10.6 (inclusive).
- 10.8. If either party cancels the **agreement** and **you** pay monthly by direct debit, **we** will stop taking payments after **we** have processed the cancellation, subject to payment of any charges or any amounts payable under clauses 10.3 to 10.6 (inclusive).
- 10.9. The equivalent daily cost of **your** cover will be taken into account when calculating any applicable cancellation charges, amounts payable or refunds.

11. LEGAL

- 11.1. **We** may assign or transfer all or any part of **our** rights and subcontract any of **our** obligations under this **agreement** without **your** consent provided that the transferee holds the applicable industry registration where necessary.
- 11.2. This **agreement** can only be transferred between **properties** or persons with **our** prior written consent.
- 11.3. **We** reserve the right to vary the terms and conditions of this **agreement**. If **we** vary the terms and conditions to **your** material disadvantage, **we** will notify **you** of such variations. If, within 14 days, of receiving such notification, **you** notify **us** that **you** are cancelling **your agreement**, then such variations shall not be effective in respect of this **agreement**.
- 11.4. Any delay on **our** part in enforcing any term, condition, right or remedy in respect of this **agreement** will not be deemed to be a waiver of any such term, condition, right or remedy.
- 11.5. Except for death or personal injury caused by **our** negligent acts or omissions, **we** will only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this **agreement**, up to a maximum liability of £100,000 in any calendar year. Neither **you** nor **we** are liable to the other for any indirect, consequential, economic or financial loss or damage (including loss of profit, revenue, goodwill, business, contract or wasted expenses). **We** are not liable for loss or damage caused by circumstances which **we** do not control.
- 11.6. Notices required under this **agreement** will be in writing and delivered by hand, sent by post, facsimile or e-mail (where provided). **We** will send notices to **your** billing address. **We** will assume **you** have received the notice 2 working days after **we** have sent it unless **we** receive evidence to the contrary. **You** must send postal notice(s) to: SSE Home Services Limited, Inveralmond House, 200 Dunkeld Road,

- Perth, PH1 3AQ.
- 11.7. In addition to notices required under this **agreement**, **we** may contact **you** from time to time regarding **your agreement** or to provide **you** with other information relevant to **your agreement**. Such communication may be made in writing and delivered by hand, sent by post, facsimile or e-mail (where provided), or be made by telephone.
- 11.8. By entering into this **agreement**, **you** acknowledge and agree that information **you** provide or **we** hold may be used by **us** and disclosed by **us** to **our** employees and/or **our** subcontractors and/or **our** agents, and companies within the Scottish and Southern Energy group to:
- identify **you** when you call;
 - assist in the detection and prevention of crime, fraud or loss;
 - enable **us** to fulfil **our** obligations under this **agreement**;
 - assist in the administration of accounts, services and products offered by the Scottish and Southern Energy group now or in the future; and
 - contact **you** in writing, by phone or by e-mail (where provided) with information about other services and products offered by **us** and/or **our** carefully selected partners. **We** will not contact **you** in this way if **you** have previously notified **us** **you** do not want to be contacted.
- 11.9. **We** may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they may retain a copy of the search.
- 11.10. Information from **your** application and payment details of **your** account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about **you** and members of **your** household and for debt collection and fraud prevention purposes.
- 11.11. **We** may monitor or record telephone calls to improve **our** standards of customer service, for administering **your** account, and for debt recovery and security purposes.
- 11.12. If any part of this **agreement** is not permitted or is held to be ineffective by any court of law or other regulatory or competent body, this will not affect any other part of this **agreement**.
- 11.13. This **agreement** and any disputes arising from it shall be governed by either the Laws of England and Wales in the exclusive jurisdiction of the Courts of England and Wales, if the **property** is in England or Wales, or the Laws of Scotland in the exclusive jurisdiction of the Scottish Courts, if the **property** is in Scotland.
- 11.14. The headings in these terms and conditions are for **your** guidance only and do not affect the interpretation.

12. DEFINITIONS

"**agreement**": the application **you** have either signed or agreed on the telephone or confirmed online, together with these terms and conditions and the cover letter received with these terms and conditions.

"**boiler and controls**": comprises (where applicable) the boiler and all components within the boiler casing, on/off programmer and timer, room thermostats and cylinder thermostat.

"**boiler and controls cover**": comprises an annual service of **your** boiler, an annual inspection of **your central heating system**, and fault and breakdown cover for **your boiler and controls**, subject to the applicable exclusions and limitations set out in this **agreement**.

"**central heating system**": comprises (where applicable) the boiler and all components within the boiler casing, water circulating pumps and interlocks, hot water flow and return lines (pipe work), radiators, temperature regulating valves (TRVs), hot water cylinder, expansion tank, on/off programmer and timer, room thermostats, cylinder thermostat, system bypass valve, zone valves and zone switches.

"**central heating system cover**": comprises an annual service of **your** boiler, an annual inspection of **your central heating system**, and fault and breakdown cover for **your central heating system**, subject to the applicable



exclusions and limitations set out in this **agreement**.

"contract year": means, in the case of the first **contract year**, the 12 month period commencing on **your cover start date** and for all subsequent **contract years**, the 12 month period commencing on your **cover anniversary**.

"cover anniversary": the date which is one calendar year after **your cover start date**, and subsequent anniversaries thereof.

"cover start date": the date **your central heating cover** (if you have selected central heating cover), or **boiler and controls cover** (if you have selected **boiler and controls cover**) or **electrical wiring cover** (if you have selected **electrical wiring cover**), commences, which is 14 days after **we** accept **your** application, subject to receipt of payment.

"electrical wiring cover": comprises an **initial inspection** (where deemed necessary) of **your fixed electrical wiring system**, an inspection of **your fixed electrical wiring system** planned for every five years thereafter, and fault and breakdown cover for **your fixed electrical wiring system**, subject to the applicable exclusions and limitations set out in this **agreement**.

"fixed electrical wiring system": comprises wiring, light switches, light fittings, wall sockets, fuse boxes and circuit breakers inside the home and inside outbuildings (where correctly installed).

"gas cover": means **central heating system cover** and/or **boiler and controls cover**.

"individual gas space heater": means any stand alone gas burning appliance which is used to heat a room space, including, but not limited to, gas fires, flued wall heaters and flueless heaters.

"initial inspection": means, in the case of **gas cover**, the first annual inspection of **your boiler and central heating system**, and in the case of **electrical wiring cover**, the first inspection (where deemed necessary) of **your fixed electrical wiring system**, which will be carried out during the first year of **your agreement**.

"our": belonging to SSE Home Services Limited.

"pre-existing fault or system deficiency": a fault or system deficiency which, in **our** reasonable opinion, existed prior to the **cover start date**.

"property": the property where **the central heating system, boiler and controls or fixed electrical wiring system** is situated.

"system": **the central heating system** (if you have selected the **central heating system cover**), or **the boiler and controls** (if you have selected the **boiler and controls cover**), or the **fixed electrical wiring system** (if you have selected **electrical wiring cover**).

"we" and **"us"**: SSE Home Services Limited and/or **our** permitted successor and assignees.

"you": you, the customer with whom **we** have entered into this **agreement**.

"your": belonging to **you**.



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