

Trust Electric Heating – TrustCare Package Service Warranty

1. INTRODUCTION

These Terms and Conditions set out an agreement under which, subject to certain limitations and qualifications as detailed below, we aim to provide a safe and efficient service to maintain, service and repair the neos heating system at your property. These Terms and Conditions apply to the agreement between you and us. Please read this document carefully, together with your agreement summary, so that you fully understand the contract provided and what you can expect from your TrustCare Package with Trust Electric Heating Ltd. If you have any questions, please call us on 0800 5999 109.

2. DEFINITIONS

Where the following words and phrases appear in these terms and conditions, they will have the following meanings. Where relevant, the plural can be taken to mean the singular and the singular can be taken to mean the plural.

“We/Us/Our” means Trust Electric Heating Ltd. (company registered no. 09019006) whose registered office is at Trust House, Unit 12, Lotherton Way, Garforth, Leeds, LS252JY.

“You/Your” means the person named on the invoice or Direct Debit Mandate, together with the members of your household who normally live with you.

“Agreement” means this contract between you and us whereby we are agreeing to fulfil and meet the terms contained therein and you are agreeing to meet your obligations therein.

“Breakdown” means the sudden or unforeseen electrical or mechanical malfunction of the radiator(s) which renders them inoperable.

“Commencement Date” means the date upon which you become registered as a TrustCare customer with Trust Electric Heating Ltd.

“Controls” means any thermostat used to operate the radiator(s).

“Engineer” means an approved Heating Engineer. In the majority of cases, the engineer will be a direct employee of Trust Electric Heating Ltd. During busy periods we may authorise a suitably approved contractor to carry out the work on our behalf. In such cases, you will be notified in advance.

“Labour” means the work carried out by the engineer to carry out a repair to the radiator(s) at your property.

“Part” means any item that is commonly used in the heating industry to carry out a repair to the radiator(s) at your property.

“Period of Agreement” means the length of time for which your agreement is valid.

“Property” means the private domestic dwelling as detailed in your invoice along with any covered garage or outbuilding directly attached to the dwelling. It excludes outside areas, such as detached garages, detached outbuildings, gardens and driveways, unless pre-agreed in writing.

“Radiator” means the neos radiator that is used to heat your room(s) which we have agreed to maintain under this agreement, including all manufacturer fitted components within the radiator and third party thermostats. It shall not include any other radiator located at the property.

“Radiator Service” means a service of your neos radiator, which includes checking the radiators for performance and usage. It also includes checking the thermostat to ensure all parts are working correctly in accordance with the CE standard. We also carry out a general welfare check and routine maintenance to try ensure trouble free ownership. Relevant certificates are produced upon completion of each radiator service upon request.

“Radiator Refresh” means we will replace the front, sides and top panel of one standard (White RAL 9003) radiator. If you don’t want to refresh each year, you can roll it over to enable you to refresh several radiators at the same time. I.E. 1 year = 1 radiator, 2 years = 2 rads.

“Supplementary heating” means we will provide a supplementary form of heating if our radiator fails to produce heat. The supplementary heating is not a replacement neos radiator, it will most likely be an oil filled or convector heater until we can fix your neos radiator.

3. WHAT’S INCLUDED

These terms and conditions are applicable for properties located within the United Kingdom comprising England, Wales and Scotland (excluding Isle of Man, the Shetland Islands, Orkney Islands, Isle of Wight, Ireland and the Channel Islands). These terms and conditions do not provide cover for mobile or park homes and dedicated full time business or commercial premises; such as hotels, multiple room B&Bs, factories, shops, office buildings and pubs.

3.1 After 12 months from the commencement date, all radiators will be serviced. However, only one refresh of one radiator will be carried out within each continuous 12-month period. In the event that the refresh is not taken, it can be saved for the next service date, and so on.

3.2 In the event of a breakdown of your radiator(s) where they are producing no heat, we will aim to arrange supplementary heating within 24 – 48 hours unless it is impossible because of circumstances beyond our control, for example, bank holidays. As soon as practical, we will arrange for one of our engineers to attend your property to carry out a repair.

3.3 All labour, parts and materials for repairs to the radiator and access costs are included for each breakdown (whether such breakdown requires one or more visits to complete.)

3.4 We will reduce the installation cost by up to 50%, the discount is personal to each customer and will be confirmed on the date the TrustCare Package is activated. This discount is only applicable to customers who request the Trust Care package prior or upon installation.

3.5 We will provide a customer help line on 0800 5999 109, which is available Mon – Friday 9am – 5pm (excluding Bank Holidays + Christmas period). We have an out-of-hours service and if the call is of an urgent matter please request an urgent duty engineer to call you back.

4. EXCLUSIONS

Your agreement does not include the following:

4.1 Any repairs or upgrades required as a result of pre-existing faults which existed before the agreement was entered into, shall be charged for accordingly.

4.2 Any repairs or upgrades required as a result of design faults which existed before the agreement was entered into.

4.3 Maintenance or repairs to your radiator(s) if it is beyond economical repair, or repairs to your radiator(s) where spare parts are not readily available from a UK supplier.

4.4 Repairing or replacing any parts that do not affect how the radiator(s) operates, or any decorative or specialist parts.

4.5 Resetting controls, such as thermostats and programmers following wintertime or summertime changes (unless carried out during a scheduled radiator service.) However, instructions will be provided and remote assistance will also be available during working hours.

4.6 Repairing or replacing internet connected heating control equipment (unless it was installed by us.)

4.7 Removal of asbestos associated with repairing your radiator(s). When you have had any asbestos removed, you must provide us with a clean air certificate before we can do any further work at your property.

4.8 Any accidental loss or damage to your property as a result of your radiator(s) breaking or failing, including any cleaning required or any damage to fixtures or furniture. However, each case will be reviewed independently.

4.9 Any repairs required because of intentional or accidental damage by you or any third party.

4.10 Any repairs required because of flood, storms, freezing, lightning, fire, accident, explosion, subsidence or any other extraneous cause.

4.11 For properties outside areas normally served by us we would have to reach a separate agreement in writing.

5. ANNUAL SERVICE

Your agreement includes an annual radiator(s) service. We will let you know when it is time to carry out the annual radiator(s) service. We will normally carry out only one radiator(s) service in any 12-month period. We will then carry out a radiator(s) service around the same time each year where possible, subject to the continuation of your agreement with us. We usually aim to carry out servicing between the months of January and September, however this will depend on our workload and your availability. You can also call us at any time to arrange or rearrange your annual radiator(s) service if it is due.

6. ANNUAL REFRESH

Your agreement also includes an annual refresh of one radiator of your choice. A refresh means we will replace the front, sides and top panel of one standard (White RAL 9003) radiator. If you don't want to refresh each year, you can roll it over to enable you to refresh several radiators at the same time. For a small additional cost (minimum of 10%), you can change the colour of your radiator(s), additional costs may apply. To find out costings for colours please ring 0800 5999 109 or email info@trustelectriceating.co.uk

7. SPARE PARTS

If our engineer does not carry the spare parts required for your breakdown, we will do all we reasonably can to source the parts the following working day from our approved suppliers. We may use other approved parts, or parts that have been reconditioned by the original manufacturer or by approved third parties.

8. ACCESS

8.1 It is your responsibility to ensure that our engineer can safely access your radiator(s) in order to carry out servicing and repairs. Should our engineer be required to carry out any such access work (for example; the removal of flooring and/or floor coverings, furniture or electrical items), we shall not be held liable for any damage caused as a result and we will not be required to replace or reconstruct any such flooring.

8.2 We will fill in any small holes and leave the surface level if we have had to make access in order to carry out a repair, however, we will not replace the original surface or construction (for example, redecoration like plastering or painting). If the original surface or construction was damaged as a result of the fault, we will not replace the original surface.

9. APPOINTMENTS

9.1 Our engineer will only carry out work in your property if there is an authorised person present who is aged 18 or over.

9.2 It is your responsibility to allow us access to your property. If we cannot gain access, we will not be able to carry out the necessary work and you will need to arrange another appointment. If you do not arrange an appointment or we cannot gain access, your agreement will continue even though we have not been able to carry out the work.

9.3 If we cannot gain access to your property for an appointment time-slot that you have agreed to, we may charge you an abortive call out fee of £50.00 - £150.00 (including VAT.) depending on distance from the Leeds office.

9.4 Before the appointment, the radiator(s) that you want refreshing and/or servicing must be turned off 3 hours before we visit the property – this is to ensure the engineer can safely replace the front, top and side panels and potentially open the radiator to do the service.

10. PAYMENT

10.1 The Trust Care package is £17.99 per month (inclusive of VAT) – this fee cannot be changed and is payable via the direct debit mandate set up through the Trust Electric Heating Go Cardless system. The contract is for a minimum term of 18 months.

10.2 The package is payable via Direct Debit – the Direct Debit Mandate will be set up when you let us know via email or phone you want to go ahead with the package. A mandate will then be sent to you via email – once completed, we will set up a monthly direct debit of £17.99 which is automatically taken from your bank account on the 15th of every month. Depending on when the package begins, you will be invoiced on your first month on a pro-rata basis for the outstanding days up to the 15th.

10.3 If you fail to make a payment of the service fee on the due date, your plan may be suspended and you will not be entitled to any services offered under this plan until you have made the payment due. Trust Electric Heating Ltd will notify you in writing within 5 working days of the date on which this payment was due. If you do not pay the requested amount within 30 days of the due date, your plan may be cancelled. You will remain liable for any due and outstanding payment for the period up to the date your contract ends.

10.4 Trust Electric Heating will contact you in writing before your agreement expires to offer you the opportunity to renew for the following 18 months. At the same time, we will review your service fee and advise you of the amount for the next period. We reserve the right to adjust your service fee to reflect any changes in the rate of tax applicable to it. Trust Electric Heating reserves the right to

refuse to offer you any individual plan in the following year and we will inform you before your plan expires if we choose to do so.

11. YOUR RIGHT TO CANCEL

11.1 The contract term is 18 months. If you do cancel within this period, you will have to pay the remaining cost of the contract.

11.2 Cancelling your Direct Debit without contacting us will not mean you have cancelled your agreement. If you do not inform us that you wish to cancel and your Direct Debit payment is rejected, we will attempt to contact you to rectify your account. However, if you do this, you will have to pay the remaining cost of the contract.

11.3 If you cancel within the first 14 days of your agreement, we will give you a full refund of any money you have paid. However, you will be liable to pay the amount we reduced from your original installation cost.

11.4 If you do cancel, you will have to pay the reduction in installation cost back to us within 30 days.

12. OUR RIGHT TO CANCEL

12.1 We may cancel your agreement in the following circumstances:

12.1.1 If you have given us false information.

12.1.2 If you do not make an agreed payment.

12.1.3 If we find something wrong at the initial inspection.

12.1.6 If there are health and safety issues.

12.1.7 If you are physically violent or verbally abusive to our engineer or any other employee of Trust Electric Heating.

12.1.8 If you do not allow us access to your property when required to inspect or carry out work on your central heating system.

12.1.9 If we are not reasonably able to find parts for your heating system.

12.1.10 If improvements to your heating system, that we have told you are needed, are not completed.

13. DURATION OF AGREEMENT

Notwithstanding any contradictions within this agreement, the minimum duration of this agreement will be 18 months.

14. ALTERATION OF TERMS

14.1 We reserve the right to change the terms and conditions of service under this agreement from time to time as is deemed necessary.

14.2 Within 30 days of any changes, we will supply you with an addendum to the terms and conditions.

14.3 If you find any amendments to the terms and conditions unacceptable, you may cancel your agreement within 14 days, subject to clause 10 of this agreement.

14.4 Your continued receipt of service shall be deemed to indicate your acceptance of these terms and conditions and any amendments thereto.

15. COMPLAINTS

15.1 If you have any complaint you must submit it to us by email at info@trustelectriceating.co.uk or in writing to Trust Electric Heating Ltd, Trust House, Unit 12, Lotherton Way, Garforth, Leeds, LS252JY within 28 days of the incident. We will not consider any complaint made after 28 days.

15.2 We will aim to address your complaint through an informed dialogue between you and ourselves.

15.5 We will aim to respond to your complaint within 7 days of receiving your complaint by either phone, email or letter.

16. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with the law of England, Scotland and Wales. The parties irrevocably agree that the courts of England, Scotland and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims.)

17. ENTIRE AGREEMENT

17.1 This agreement constitutes the entire agreement between the parties.

17.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

17.3 Nothing in this clause shall limit or exclude any liability for fraud.

OUR DETAILS

Company Name: Trust Electric Heating Ltd.

Trading Name: Trust Electric Heating Ltd.

Trading Address: Trust House, Unit 12, Lotherton Way, Garforth, Leeds, LS252JY

Phone Number: 0800 5999 109

Email Address: info@trustelectriceating.co.uk

Company Registration Number:09019006

Registered Office Address: Trust House, Unit 12, Lotherton Way, Garforth, Leeds, LS252JY

Customer Name:

Customer Signature:

Date:

