

# **PRIORITY HOME SERVICES**

## Terms and Conditions

Central Heating breakdown repairs

Version: Priority home services T&C V1

Terms and Conditions for Your PRIORITY HOME SERVICES Product

These Terms and Conditions along with Your Schedule constitute the entire agreement between Us and You in respect of the provision of Our Priority home services Product to You.

Please read these Terms and Conditions carefully. You should pay particular attention to Section 5 which describes certain types of work and equipment which are excluded from Our Priority home services Products and Section 6 which sets out terms and conditions which apply to all of Our Priority Home Service Products.

These Terms and Conditions are written to be as clear and self-explanatory as possible but if there is anything that You do not understand or would like clarification on please call Our customer care team on 0330 9991999.

These Terms and Conditions are set out in the following Sections:

#### SECTION 1 - DEFINITIONS

Certain words and phrases which are used in these Terms and Conditions have the meanings given to them in this Section.

#### SECTION 2 – PRIORITY HOME SERVICES PRODUCTS

The PRIORITY HOME SERVICES Products covered by these Terms and Conditions are set out in the following Sections:

Section 2.1 – Priority Heating Care

Section 2.2 – Priority Heating Care 50

Your Schedule sets out the PRIORITY HOME SERVICES Product which We have agreed to provide to You.

#### SECTION 3 – CENTRAL HEATING SAFETY INSPECTIONS

Our PRIORITY HOME SERVICES Products

include an Initial Inspection and Service and, if You renew Your Contract, an Annual Service. Details of these Services are set out in the following Sections:

Section 3.1 - Initial Inspection and Service

Section 3.2 - Annual Service

Section 3.3 - General Provisions relating to Services

#### SECTION 4 – CENTRAL HEATING REPAIR AND MAINTENANCE

Where under Your Priority Home Services Product You are entitled to the repair and maintenance of Your Central Heating System and/or the repair, maintenance and/or replacement of Your Boiler the provisions of this Section will apply.

#### SECTION 5 - GENERAL EXCLUSIONS

This Section describes work and equipment that are excluded from all Our Priority Home Services Products.

#### SECTION 6 - YOUR CONTRACT

This Section sets out terms and conditions which apply to all of Our Priority Home Services Products.

#### SECTION 1 - DEFINITIONS

In these Terms and Conditions the following words and phrases shall have the meanings given to them:

Annual Service - means the Annual Service to be undertaken by Us described in Section 3.

Beyond Economic Repair- means that it would cost more to repair the Boiler than to replace it.

Boiler - means a single mains gas boiler with a net output rating less than 70kw, located in Your Home.

Central Heating System - means Your entire central heating system at Your Home including:

- 1 the Boiler;
- 2 the Controls, (including electrical temperature controls);
- 3 all pipes, radiators, valves, hot water cylinders and the central heating header tank;
- 4 and any other parts that have been installed by Us within the last 12 months.

Contract - means these Terms and Conditions and Your Schedule. Contract Price - the price You must pay for the Priority Home Services Product You have chosen, as specified in Your Schedule. Please Note: if You have entered into a Priority Home Services Package please read Section 6.11 of these Terms and Conditions. Contract Year - means the period of 12 months commencing on the Start Date of Your Contract or if You elect to renew Your Contract the period of 12 months commencing on the Renewal Date.

Controls - means the programmer/time clock, room thermostat (if fitted), cylinder thermostat (if fitted) and zone valves (but excluding the fused spur switch and any thermostatic radiator valves).

Emergency - means either

- 1 an uncontrollable water leak which, if left until Our engineers' Normal Operating Hours would cause extensive damage to Your Home or
- 2 if You are a Vulnerable Customer, You have no heat or hot water.

Emergency Call Out Charge - means a charge of £150 (which is in addition to the Contract Price) that We may choose to levy if You deliberately mislead Us about Your status as a Vulnerable Customer and/or the existence of an Emergency. Emergency Operating Hours - means hours outside of Our Normal Operating Hours for engineers.

Gas Fire – means a domestic appliance that uses natural gas to heat a room.

Home – means Your private domestic dwelling where You reside including any garage connected to Your property, but excluding all outside areas, including (but not limited to) workshops, gardens, outbuildings and sheds.

Priority Home Services Products – means the products offered by Us under these Terms and Conditions.

Initial Inspection and Service - the Initial Inspection and Service to be undertaken by Us described in Section 3.

Minimum Charge - means the lesser of:

- 1 the Contract Price less the Monthly Payments We have received during the Contract Year; and
  - 2 the cost of the Work We have undertaken during the Contract Year calculated at Our normal rates for labour and parts.
- Monthly Payment - means that part of the Contract Price which You must pay each calendar month.

Normal Operating Hours - means

- 1 for Our engineers the hours between 8.00 am and 6.00 pm (365 days a year), and
- 2 for Our contact centre the hours between 7.00 am and 8.00 pm (Monday to Friday excluding any bank holiday) and the hours between 8.00 am and 6.00 pm (Saturday and Sunday and any bank holiday).

Renewal Date - means if You elect to renew Your Contract, the date on which Your renewed Contract starts, which will normally be the anniversary of Your Start Date.

Schedule - means the schedule which We will send to You at the start of (or at any renewal of) Your Contract which sets out the Priority Home Services Product You have chosen, the Contract Price and Your Monthly Payment.

Service – means an Initial Inspection and Service or an Annual Service.

Start Date - means the date on which Your Contract will start as set out in Your Schedule.

Vulnerable Customer - means any person who:

- 1 is residing at the Home aged over 70; or
- 2 has a child in the Home under 3 years old; or
- 3 has a medical condition that would mean that to wait for Our engineers' Normal Operating Hours would endanger the life of the person.

Work – means the Services and repairs we carry out on Your Boiler and/or Central Heating System under this Contract.

We/Us/Our/PHS - means Priority Home Services Limited.

You/Your - means the person/persons who have entered into this Contract with Us.

## SECTION 2 – Priority Home Services PRODUCTS

The Priority Home Services Products covered by these Terms and Conditions are set out in this Section

2. Your Schedule sets out the Priority Home Services Product which We will provide to You.

### 2.1 PRIORITY HEATING CARE

Priority Heating Care is a maintenance and repair service that covers Your entire Central Heating System.

What this product includes:

- We will carry out an Initial Inspection and Service on Your Central Heating System and, if You elect to renew Your Contract, an Annual Service on Your Central Heating System in any subsequent Contract Year (see Section 3 for details of what this includes).
- Unless following Our Initial Inspection and Service We advise You that Your Central Heating System is unsuitable for this Priority Home Services Product, We will repair and maintain Your Central Heating System (see Section 4 for details of what this includes). There are no extra charges for parts and labour.
- If We are unable to repair Your Boiler and it is less than 7 years old, We may replace Your Boiler with a new Boiler. (see Section 4.2 for details and exclusions).
- You are entitled to unlimited repairs to Your Central Heating System during each Contract Year.
- There is no restriction on the number of call-outs You may make to Us, but if You call Us out in relation to any work or equipment described in Section 5 We reserve the right to charge You a call-out fee of £85. If You ask Us to undertake any work which is excluded from Your service, then We will charge You separately for this work.
- If at any time during Your Contract You would like a new Boiler, We will provide You with a discount on the cost of fitting a new Boiler from a range recommended by Us. This discount does not apply in conjunction with any special offer.

What this product does not include:

- Any work and equipment described in Section 5.

### 2.2 PRIORITY HEATING CARE 50

Priority Heating Care 50 is a maintenance and repair service that covers Your entire Central Heating System.

What this product includes:

- This product includes all of the same services as PRIORITY HEATING CARE except that You must pay a fixed repair cost of £50 (inclusive of VAT) for each completed repair to Your Central Heating System. This fixed cost includes all parts and labour required to complete that particular repair.

What this product does not include:

- Any work and equipment described in Section 5.

## SECTION 3 – CENTRAL HEATING SAFETY INSPECTIONS

All Our – Priority Home Services Products include the following safety inspection services:

### 3.1 INITIAL INSPECTION AND SERVICE

What We will do

- We will carry out an Initial Inspection and Service in Your first Contract Year to make sure Your entire Central Heating System is safe and operating efficiently.
- When We carry out Your Initial Inspection and Service We will carry out the Initial Inspection and Service during Our engineers' Normal Operating Hours. We will aim to carry out the Initial Inspection and Service within 28 days of the Start Date of Your Contract. However, this may not be possible in periods of high demand for Our services. In any event We will carry out the Initial Inspection and Service within 90 days of the Start Date of Your Contract.
- What We will do if We find a fault at Your Initial Inspection
- If We find a fault or any other problem We will notify You immediately.

- If the fault or problem is not of a material nature and/or does not affect the day to day operation of Your Boiler or Central Heating System the We will:
- Offer to rectify the fault for a fixed repair cost of £80 for each fault identified. You have no obligation to accept this quotation but if You choose to do so You must pay for the Work prior to the Work being carried out by Our engineer.
- If You decide not to instruct Us to rectify a fault, the fault and any failures arising from the fault will be excluded from the services We provide to You under Your Contract.
- If You subsequently call Us out to fix a fault or failure caused by a fault which has been excluded from the services We provide, You will have the choice of paying Us to fix the fault or failure or using another party to do so. If You elect to use another party, You will be responsible for paying the charges of that party.

If the fault or problem is of a material nature and/or does affect the day to day performance of Your Boiler or Central Heating System then:

- We will immediately advise You that Your Boiler or Central Heating System is unsuitable for the Priority Home Services Product You have chosen.
- We will give You a quotation to rectify the fault. If You choose to accept this quotation then You must pay for the Work in full prior to Work being completed by Our engineer.

### 3.2 ANNUAL SERVICE

What We will do

- If You renew Your Contract We will carry out an Annual Service in each Contract Year to make sure Your entire Central Heating System is safe and operating efficiently.
- When We will carry out Your Annual Service
- We will carry out the Annual Service during Our engineers' Normal Operating Hours.
- If You renew Your Contract, We will endeavour to carry out an Annual Service around the same time each year wherever possible. We will not attempt to book Your Annual Service until after We have debited your account for the first month's payment for the new Contract Year.
- If You call Us out for a fault in Your Central Heating System within 3 months after Your Renewal Date We will (if We have not already done so) conduct Your Annual Service at this point. We will tell You if We do this.
- If You call Us out for a fault in Your Central Heating System in the last 3 months of a Contract Year We may conduct an Annual Service at this point. If We do this, this will mean that We will not conduct an Annual Service in the next Contract Year if You renew Your Contract. We will tell You if We do this.

What We will do if We find a fault at an Annual Service

If We find a fault or any other problem We will notify You immediately.

If the cost of any required work is not included in Your Contract, then:

- We will give You an immediate quotation to rectify the fault. You have no obligation to accept the quotation but if You choose to do so You must pay for the Work prior to the Work being carried out by Our engineer.
- If You decide not to instruct Us to rectify the fault We will keep a record of the fault for future reference.
- If the fault or problem is of a material nature and/or affects the day to day performance of Your Boiler or Central Heating System and You elect not to rectify the fault or problem then We may choose to cancel Your Contract. If You elect to use another party to rectify the fault or problem You will be responsible for paying the charges of that party.

If the cost of any required Work is included in Your Contract then:

- We will endeavour to undertake the Work at the time of the Annual Service.
- If We are unable to undertake the required Work at the time of the Annual Service, We will arrange a time at which the required Work can be undertaken.

### 3.3 GENERAL PROVISIONS RELATING TO SERVICES

Arranging a Service

We will contact You to arrange a Service. You may however contact Us at any time during Our contact centre's Normal Operating Hours to arrange or rearrange Your Service. We will only carry out a Service if one is required under Your Contract.

At periods of high demand for Our services We may have to contact You to rearrange a Service.

Should We be unable to perform a Service through no fault of Our own (for example where We are unable to gain access to Your Home), We will consider Our obligations discharged for that Contract Year. Should We subsequently be called out for a repair and maintenance visit during that Contract Year (see Section 4), We may conduct the relevant Service at this point. We will tell You if We do this.

#### The Service

A Service will include an inspection of either Your entire Central Heating System using appropriately calibrated equipment and a suitably qualified engineer in accordance with Our inspection schedule, which incorporates all the relevant regulations and guidelines that Your Central Heating System are required to comply with.

Where Your Central Heating System passes a Service this is confirmation that Your Central Heating System are operating safely. It is not a guarantee that Your Central Heating System are operating in accordance with the manufacturer's specification, or at optimal performance or that they are fault free.

What We will do if We find a fault that poses a safety risk If We find that Your Boiler or Central Heating System poses a safety risk to You, Your Home or any adjoining property, We will take all reasonable steps to remedy the safety risk, which may include disconnection. Once We have established that an appliance is unsafe as defined by the Gas Safety Installation and Use Regulations 1998, We have no choice under these regulations but to make the appliance safe and/or to disconnect it. We will explain what We have done and what You need to do next. If We disconnect Your Boiler, it can only be reconnected by a suitably qualified engineer.

**SECTION 4 – CENTRAL HEATING REPAIR AND MAINTENANCE** Where under Your chosen Priority Home Services Product You are entitled to the repair or maintenance of Your Boiler and Your Central Heating System or the replacement of your Boiler the following provisions apply:

#### 4.1 REPAIR AND MAINTENANCE

- Where a fault or problem arises with Your Boiler or Central Heating System, You may contact Us during Our contact centre's Normal Operating Hours and arrange for a maintenance visit. If there is an Emergency, You may do this during Emergency Operating Hours.
- In repairing any Central Heating System, Boiler We may use alternative parts with similar functional performance, including parts that have been reconditioned by the original manufacturer.
- We will not provide cash alternatives for repairs or maintenance.

#### 4.2 REPLACEMENT

- If Your Boiler cannot be repaired, because, for example, it is deemed to be beyond economic repair or parts are unavailable, and Your chosen Priority Home Services Product provides for replacement, We will replace the Boiler with a new Boiler that We deem suitable and have approved as fit for purpose. In this circumstance, You cannot purchase a new Boiler of Your choice and pay another party to fit it and charge the costs to Us.
- To qualify for a new Boiler, Your existing Boiler must be less than 7 years old. We will only use information provided by the manufacturer of the Boiler to determine the actual age of the appliance.
- If Your Boiler is older than 7 years then there is no entitlement to replace the Boiler if it cannot be repaired.
- If You ask Us to, We may provide you with a Boiler installation quotation and as a Central Heating Care Customer You may be entitled to a discount.
- The replacement of Your Boiler will include installation, but excludes any other upgrades to Your Central Heating System required by regulations or requested by You.
- We reserve the right to charge for re-piping Your Central Heating System in the event the Boiler was originally installed incorrectly or is required by regulations to be moved to a different location.
- We will provide and fit the replacement Boiler at a mutually acceptable date within (subject to You being available to provide access) a maximum of 4 weeks of Us determining the Boiler is beyond economic repair.
- We will not provide cash alternatives for Boiler replacement.

#### 4.3 ACCESS

- It is Your responsibility to ensure that Our engineers can access Your Boiler and Central Heating System in order to carry out any Repairs (other than hidden pipework buried in the walls or floors). Should Our engineers be required to carry out any such access Work (for example the removal of cupboards, kitchen units, flooring and/or floor coverings), neither We nor Our engineers are liable for any damage caused as a result and We will not be required to replace or reconstruct any such cupboards, units or flooring.

- Your Contract includes the cost of one day's labour for Our engineers to access Your Boiler and/or Central Heating System and to repair any holes made as a result of the need to access hidden pipework buried in walls or floors and leave the surface level. If accessing Your Boiler and/or Central Heating System and/or repairing any resulting holes in any wall or floor is likely to take longer than this We will inform You before carrying out the Work. If You would like Us to still carry out the Work, You will be required to pay any excess cost above the cost of one day's labour for Our engineers in prior to Work being carried out by Our engineer.

## SECTION 5 – GENERAL EXCLUSIONS

This Section sets out the work and equipment that are excluded from all Priority Home Services Products.

### 5.1 EXCLUDED EQUIPMENT REPAIRS

Your Contract does not include repairs to the following equipment:

- Boilers that require specialist work, such as Potterton Powermax, Gledhill Boiler Mate, Elm Le Blanc;
- warm air heating systems;
- Oil systems;
- combined cooking and heating appliances;
- combined heat and power appliances;
- steel or lead pipes;
- replacement of bespoke or designer radiators, and their components, other than with standard parts;
- fan assisted convector heaters or immersion heaters;
- flues that are not part of the Boiler or appliance(s);
- parts of a Central Heating System or Controls that are specifically designed for underfloor heating;
- parts of a Central Heating System or Controls designed to incorporate any other heat source, for example solar water heating or solid fuel heating;
- bespoke Central Heating System components that are not readily available;
- appliances or decorative parts that do not affect the performance of the Central Heating System;
- utility service connections, electricity cables or the gas supply pipe between Your meter and the Boiler or appliance(s);
- any equipment not situated in the Home;
- any equipment intentionally or accidentally damaged by You or any third party;
- appliances not housed in the main body of the dwelling or garage, for example those housed in a shed or out- house.

### 5.2 EXCLUDED WORK

This Contract does not include the following types of Work:

- removal of sludge or hard water scale, such as by power flushing;
- replacement of parts which are faulty or damaged as a result of sludge or hard water scale in Your Central Heating System;
- repairs due to design faults or pre-existing faults;
- repairs where parts are no longer available;
- repairs which are required because of intentional or accidental damage by You or any third party;
- reinstatement or redecoration required as a result of our Work unless we have been negligent in causing such damage;
- improvements required to get a Central Heating System up to current standards, such as installation of modern controls;
- resetting controls, such as thermostats and programmers following wintertime or summertime changes (unless these are done during a scheduled Service) or failure as a result of meter forced disconnection, for example, when credit meters run out;
- repairing faults if We have already told You Your Central Heating System needs a permanent repair or improvement to make it work properly;
- removing asbestos, or working where asbestos has been previously removed unless We have seen a clean air certificate;
- replacing Your Boiler if We consider it is beyond economic repair and over 7 years old;
- any maintenance or repair of Your Boiler which is covered under the manufacturer's guarantee.
- We will not under any circumstances fit any parts that have not been supplied by our approved parts suppliers

## SECTION 6 – YOUR CONTRACT

This Section sets out the general terms and conditions which apply to Your Contract and to all of Our PRIORITY HOME SERVICES Products.

### 6.1 YOUR CONTRACT

- This Contract is between You and Us for the services included in Your chosen PRIORITY HOME SERVICES Product and We will provide these services to You in accordance with this Contract.
- Nothing in this Contract will affect either Our or Your statutory rights.
- We may change these Terms and Conditions with effect from Your Renewal Date. We will tell You if the change may disadvantage You when We write to tell You that Your Contract will be due for renewal.
- This Contract is personal to You and Your Home. You may not transfer Your rights or obligations under this Contract to any other person or property without Our prior written consent.
- We may transfer all of Our rights and obligations under this Contract to another company. If we do so, We will inform You as soon as We are reasonably able to do so. Neither Your rights nor Our obligations and liabilities under this Contract will be affected by any transfer.
- We reserve the right to make use of carefully selected partner organisations to help Us to provide the services included in Your chosen PRIORITY HOME SERVICES Product.

### 6.2 THE DURATION OF YOUR CONTRACT

- Your Contract with Us is for 12 months from the Start Date unless it is cancelled by You or Us earlier in accordance with Section 6.10 below.
- We will write to You to advise You of Your Renewal Date in accordance with Section 6.8. Unless You tell Us prior to Your Renewal Date that You do not wish to renew Your Contract, We will assume that You wish to renew Your Contract for a further 12 months.
- If Your Contract is renewed for a further 12 months You will be liable to pay the Contract Price for that 12 months.

### 6.3 PROVISION OF THE SERVICES

#### 6.3.1 Our Responsibilities

We will provide the services included in Your chosen PRIORITY HOME SERVICES Product in accordance with this Contract.

#### 6.3.2 Appointment times

- All appointments for any Service or repair or maintenance visit will be arranged during Our engineers' Normal Operating Hours unless it is an Emergency. If it is an Emergency We will arrange (where appropriate) Your appointment during Emergency Operating Hours.
- We will arrive at appointments during Our engineers' Normal Operating Hours within the appointment window You choose from the following:

For Services:

0800 – 1200 (morning)  
1000 - 1400 (school run)  
1200 - 1600 (afternoon)  
1400 – 1800 (late afternoon)

For repair and maintenance visits:

0800 - 1300 (morning)  
1300 - 1800 (afternoon)

- We will always give priority to call outs relating to breakdowns, Vulnerable Customers and Emergencies.
- At times of high demand for Our engineers, We may have to rearrange Your appointment if it is a less urgent appointment.
- If when asked by Us You declare that
  - 1, You are a Vulnerable Customer and/or
  - 2, it is an Emergency, and on arrival at Your Home We discover that the statements You made in this respect are untrueWe reserve the right to charge You an Emergency Call Out Fee.



### 6.3.3 Gaining Access to Your Home

- It is Your responsibility to arrange appointments with Us and to let Us into Your Home at the time of the appointment.
- If We are not able to gain access to Your Home at the time of the appointment, because You are not available to provide access We will not be able to carry out the Work.
- In these circumstances, We will write to You and inform You that We were not able to carry out the Work. It will be Your responsibility to arrange for another appointment and to be available at the agreed time and date.
- If We fail to gain access to Your Home to repair a fault on two consecutive appointments, We shall consider our duty discharged and We reserve the right to charge You for each and every subsequent call out that relates to this fault.
- If We fail to gain access to Your Home to conduct a Service on two consecutive appointments, We reserve the right to charge for any costs associated with further visits to Your Home and/or to cancel Your Contract. In such circumstances You will not be entitled to a refund of any payments made to Us.

### 6.4 CONDITIONS AT YOUR HOME AND TREATMENT OF OUR STAFF

- You are responsible for making sure that conditions at Your Home are suitable for Us to do the Work. If conditions at Your Home are not suitable, including the presence of asbestos, We will tell You what You need to do before We can perform the Work.
- If You have had asbestos removed, You must give Us the clean air certificate before We do any Work. (By law, a clean air certificate will be given to You by the person who removes the asbestos after they have removed the asbestos).
- You must at all times behave appropriately when Our staff visit your Home. You must not physically or verbally abuse Our staff in any circumstances.

### 6.5 PAYMENT OF THE CONTRACT PRICE

- The Contract Price payable by You is set out in the Schedule sent to You at the start of Your Contract or (where you have elected to renew Your Contract) sent to You with Your renewal notice.
- You must pay the Contract Price in the monthly instalments during the Contract Year as set out in Your Schedule.

- Where a payment is due from You in relation to a repair You must pay the repair cost in advance of the Work being carried out by Our engineer.
- If We do not receive Your payment on the date that it is due, We may charge You an additional charge to cover our reasonable administration and legal costs involved in recovering the debt, plus an additional 0.02% of the outstanding balance for every day that the payment is late.

In addition:

- We will retain ownership of all parts and equipment fitted by Us until full payment is made. If You do not pay Us We may recover these parts and equipment from You, even if in doing so this renders Your Boiler and/or Your Central Heating System inoperable.
- Other Works will not be carried out until any outstanding payments are made.
- If two or more people have entered this Contract with Us, each person will be jointly and severally liable for any money owed. This means that We can claim all of the money owed from any person.

### 6.6 COMMERCIAL WASTE

We are required by law to remove from Your property any parts and equipment that We remove or replace in Your Central Heating System You agree that all such parts and equipment belong to Us.

### 6.7 CONTRACT PRICE REVIEW

- Subject to clause 6.11, Your Contract Price is fixed for 12 months except for any changes in VAT or any other applicable taxes or duties. We may adjust Your Contract Price with effect from each Renewal Date. If We propose to adjust Your Contract Price at a Renewal Date We will tell You in accordance with Section 6.8.
- We will tell You in writing of any change in the Contract Price which is due to a change in VAT or any other applicable tax or duty before the date on which the change will come into effect where We can reasonably do so.

## 6.8 ANNUAL RENEWAL PROCESS

- At least 28 days prior to Your Renewal Date We will write to You to advise You that Your Contract will shortly be due for renewal. We will advise You of the date on which Your Contract will expire if it is not renewed and the Contract Price which You must pay if You elect to renew Your Contract.
- If You do not wish to renew Your Contract You must tell Us in writing or by telephone before the date on which Your Contract expires. Our address and telephone number are set out in Section 6.16.
- If You do not tell Us that You do not wish to renew Your Contract before the date on which Your Contract expires Your Contract will be renewed for a further 12 months and You will be liable to pay the Contract Price for that 12 months.
- We have no obligation to renew Your Contract.

## 6.9 MOVING HOME

If You move Home, You must tell Us. Provided that We are able to offer Our Priority Home Services Products in the location of Your new Home We will offer to transfer Your chosen Priority Home Services Product subject to Our first carrying out of an Initial Inspection and Service at Your new Home.

## 6.10 CANCELLING YOUR CONTRACT

### 6.10.1 Cancellation by Us

We may choose to cancel this Contract if:

- the information given by You is false or inaccurate;
- You cancel Your Monthly Payment in circumstances where You are not entitled to cancel the Contract;
- You do not make payments on time;
- a health or safety issue arises for which You are responsible which makes it inappropriate for the Contract to continue;
- You physically or verbally abuse Our staff who visit Your Home;
- You fail to allow Us access to Your Home on two consecutive appointments.

In these circumstances You will not be entitled to a refund of the Monthly Payments you have paid and You must also pay to Us the Minimum Charge.

We may choose to cancel this Contract if:

- following the Initial Inspection and Service We advise You that Your Boiler or Your Central Heating System (as the case may be) is unsuitable for the Priority Home Services Product You have chosen;
- a permanent fault in Your Central Heating System which We are not required to remedy under this Contract has not been remedied;
- a health or safety issue arises for which You are not responsible which makes it inappropriate for the Contract to continue.

In these circumstances You will be entitled to a refund of the Monthly Payments You have paid in that Contract Year (unless You move Home and We cancel Your Contract after an Initial Inspection and Service at Your new Home) and You will not have to pay the Minimum Charge. We may also choose to cancel this Contract if:

- Your Boiler is 7 years old or more and not repairable. (In this circumstance, You will receive a refund of the Monthly Payments You have paid in that Contract Year less the cost of the Work we have undertaken in that Contract Year); or
- parts become unavailable and We cannot fix Your Boiler or Central Heating System. (In this circumstance You will receive a refund of the Monthly Payments You have paid in that Contract Year less the cost of any Work We have undertaken during that Contract Year).

If We choose to cancel Your Contract We will notify You by writing to You at the address We have for You in Our records.

### 6.10.2 Cancellation by You

Cancellation within the first working seven days

You may cancel this Contract within 7 working days of receiving Your Schedule by notifying Us in writing or telephoning Us (at the address or using the telephone number set out in Section 6.16) and:

- if We have not carried out any Work, We will give You a full refund of any Monthly Payments You have made in that Contract Year;
- if We have carried out any Work, You must pay the Minimum Charge to cover Our costs.

Cancellation after the first working seven days

- You may cancel this Contract at any time by notifying Us in writing or by telephoning Us (at the address or using the telephone number set out in Section 6.16) if We fail to provide the services We have agreed to provide in any material respect.
- If You cancel this Contract after the first 7 working days for any other reason You will not be entitled to a refund of any Monthly Payments You have paid and You must also pay to Us the Minimum Charge.

#### 6.11 OUR LIABILITY

We are liable for death or personal injury caused by Our negligence.

We are responsible for any direct loss that is a foreseeable consequence of Our breaching this Contract, Our negligence or Our breach of statutory duty. We are not liable for any other loss, including:

- Any indirect or consequential loss or damage of any nature
- losses caused by an event or circumstances beyond Our reasonable control
- any business losses.

We are not liable for any damage caused by failures of Your Central Heating System or Boiler that result from Your decision not to carry out remedial work that We have recommended. We are not liable for normally insured risks, such as subsidence, structural repairs, fire, theft, accident, explosion, flood or storm. We are not liable for remedial work arising from structural or renovation work carried out in Your Home by You or a third party, for example the removal of radiators or addition of new equipment or system extensions.

We are not liable for any costs associated with re-housing

the occupants of a property or for any costs associated with alternative heating methods in circumstances where We are required to disconnect Your Boiler or Your Central Heating System. We are not liable for the cost of any reinstatement or redecoration required as a result of the Work We undertake unless the reinstatement or redecoration is required because We have been negligent, or We are in breach of this Contract or Our statutory duty.

#### 6.12 COMPLAINTS

If you have a complaint about how We or Our engineers have carried out the Work under this Contract, You must contact Us and tell Us within 28 days of the engineer visiting Your Home and carrying out the Work. We will not consider any complaint made after 28 days.

#### 6.13 DATA PROTECTION

PHS and Our agents will use information We have about You and Your account to administer, carry out the works and manage Your account. Your records may also be shared with other organisations and used by Us and them to recover debt, trace debtors and prevent money laundering or fraud. Unless You tell Us otherwise, We will also provide You with up-to-date information on other products, services and special offers We provide. You agree that We may carry out a credit check against You.

#### 6.14 LAW

The laws of England and Wales will apply to Your Contract.

#### 6.15 OUR CONTACT DETAILS

If You wish to write to Us Our address is:

Customer Care Team  
Priority Home Services Limited  
Unit 4 Neepsend Triangle  
1 Burton Road  
Sheffield  
S3 8BW

If You wish to telephone Us Our telephone number is:

0330 999 1999