

Baxi Customer Support
Annual Services
Terms & Conditions

Terms and conditions covering fixed cost annual services for baxi heating appliances including, but not limited to, baxi, potterton, main, remeha, heatrae sadia, santon and megaflo branded appliances.

1. INTRODUCTION

- 1.1. These Terms and Conditions apply to the provision by Baxi Heating UK Limited (we, us, our) of a fixed cost Annual Service in relation to your domestic heating appliance arranged through Baxi Customer Support. It is important that you read and understand these Terms and Conditions.

2. DEFINITIONS

- 2.1. In these Terms and Conditions, the following words have the following meanings:
- 2.2. "Annual Service" means an appliance service according to the service schedule detailed in the manufacturer's instructions supplied with your appliance, or as described by our Customer Service agent when you contact Baxi Customer Support. The basic objective of an Annual Service is to perform standard safety checks on the appliance. Annual Services are only completed on appliances that are in good working order. Annual Services do not include the cost of repairs to faulty appliances or the replacement of parts.
- 2.3. "Appliance" means the boiler, cylinder or other Baxi Heating product in respect of which you request the Annual Service;
- 2.4. "Contract" means the contract for the Annual Service formed in accordance with Condition 3.1;
- 2.5. "Customer Service" means the Baxi Customer Support contact centre in Warwick or other 3rd party representatives appointed by Baxi Customer Support;
- 2.6. "Price" means the price paid for the provision of the Annual Service as advised to you by Customer Service;
- 2.7. "Order" means a request for an Annual Service made by you;
- 2.8. "Property" means the premises where the Annual Service is to be provided, as specified by you in the Order;
- 2.9. "Visit Date" means the date on which a Baxi engineer provides the Annual Service at the Property. You acknowledge that we may propose a Visit Date prior to the expiry of the fourteen (14) day period noted at clause 3.2 below;
- 2.10. "we", "us" or "our" means Baxi Heating UK Limited (registered in England with company number 03879156) whose registered office is at Brooks House, Coventry Road, Warwick, CV34 4LL and whose VAT registration number is 604 6658 37;
- 2.11. "you" means the person who requests the provision of the Annual Service.

3. THIS CONTRACT AND THE EFFECT OF THESE CONDITIONS

- 3.1. Your Order is an offer to purchase a one off Annual Service from us on and is subject to these Terms and Conditions. We accept your Order when we book an appointment for our engineer to visit the Property and the Contract is formed at such time. Once a Contract has been formed with you we will file it in our electronic records.

4. PRICE AND PAYMENT

- 4.1. The Price is inclusive of the labour required to service the Appliance and VAT. It does not include parts should the Appliance be found to be faulty.
- 4.2. The Price is payable in full by you by credit or debit card at the same time as you place an Order.

5. CANCELLATION

- 5.1. You may cancel the Contract any time during the fourteen days after the day you paid us (the Cancellation Period) and we will refund you the Price as soon as possible. We will refund the Price to the credit or debit card used to pay. Your right to cancel does not apply in the circumstances explained in clause 5.3.
- 5.2. If you wish to cancel the Contract, please contact Baxi Customer Support on 0344 871 1545. You can also cancel by writing to us at Brooks House, Coventry Road, Warwick, CV34 4LL, by email at XXXXXXXX@baxi.co.uk or by using our online form: <https://www.baxi.co.uk/contact-form>
- 5.3. If you have asked us to carry out the Annual Service during the Cancellation Period, (ie within 14 days of placing the Order) you can't cancel the Contract and we will not refund you the Price if we have already completed the Annual Service.
- 5.4. We may have to cancel the Contract if we find that your Appliance is unsafe, in poor condition, is not safe to access or where the health and safety of our engineer is at risk. If we cancel the Contract, we will give you a refund of the Price less £45, being a contribution to the cost we have incurred in sending the engineer.

6. PREPARING FOR A SERVICE VISIT

- 6.1. When booking a service it is important the engineer can park legally and safely within a reasonable distance of the Property.
- 6.2. A responsible adult must be present at the Property throughout the engineer's visit.
- 6.3. Our engineers may only carry out an Annual Service on an Appliance if, in their opinion, they can gain safe access to the Appliance and the installation does not pose a risk to their health and safety.
- 6.4. For our engineer to service your Appliance in a roof space installation, HSE guidance must be met. We require a permanently fixed access ladder for installations in lofts or attics. There must also be adequate permanent lighting and permanently fixed flooring.

- 6.5. Cupboard and loft installations must provide minimum working clearances as detailed in the manufacturer's instructions. We will not remove cupboards, kitchen units or trims etc in order to gain access.
- 6.6. Annual Services can only be completed on Appliances that are in good working order. Your Contract does not include the cost of repairs to faulty Appliances or the replacement of parts.

7. CHANGING ENGINEER APPOINTMENTS

- 7.1. Our engineer will attend at the Property on the agreed date (or such other date as is arranged pursuant to clause 6.2) to carry out the Annual Service.
- 7.2. We will use all reasonable efforts to ensure that an engineer visits the Property on the agreed date. However, occasionally, due to circumstances outside our control, we may be unable to get an engineer to attend the Property on the agreed date. If this happens, we will contact you as soon as is reasonably practicable and agree an alternative date.
- 7.3. If you are unable to provide our engineer with access the Property on the agreed date, you should contact us as soon as possible and before 12 noon on the day before to arrange an alternative date. If you inform us after this time, we may make an additional charge of £45. We will not make this charge where you are cancelling your Contract in accordance with clause 5.1 above.

8. THE ANNUAL SERVICE

- 8.1. We will carry out the Annual Service with reasonable care and skill and in accordance with manufacturer's instructions, any relevant regulations and heating industry standards.
- 8.2. *FOR BAXI 800 BOILERS ONLY:* Where the Adey filter is installed, the engineer will, as part of the Annual Service, also clean the filter, test the inhibitor levels in the system water and top up of inhibitor levels where required.
- 8.3. We will provide you with proof of servicing and complete the service interval record of the Benchmark commissioning checklist.

9. OPTIONAL REPAIR CONTRACT IF REQUIRED

- 9.1. Your Contract does not include the cost of repairs to faulty Appliances or the replacement of parts. However, our engineers carry a comprehensive range of spare parts with them on each visit.
- 9.2. If our engineer finds that the Appliance is faulty, you may be given the option to arrange a repair to the Appliance. If the Appliance is still within the manufacturer's warranty period, it is likely that this will be free of charge. If the Appliance is out of warranty, this repair will be charged at the current standard rate. If our engineer does not carry all parts necessary to repair the fault at the time of diagnosis, we can arrange a mutually convenient time for an engineer to return to perform the repair if you wish.

10. IN THE EVENT OF A PROBLEM AFTER THE SERVICE

- 10.1. In the unlikely event of a problem within [12] days of the Annual Service, we will, free of charge, arrange to revisit the Property to inspect the Appliance. Where the problem has been caused by us, we will repair the Appliance free of charge.
- 10.2. We will not be responsible for any problem caused by:
- 10.2.1. wilful or accidental damage;
 - 10.2.2. use of the Appliance otherwise than in accordance with the manufacturer's instructions;
 - 10.2.3. any tampering with, or alteration of, the Appliance by anyone other than us; or
 - 10.2.4. a fault in any other appliance, such as (without limitation) your ancillary heating system to which the Appliance is connected.
- 10.3. **THIS WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.**

11. EVENTS BEYOND OUR CONTROL

- 11.1. If we are unable to perform any of our obligations under this Contract as a result of any event or circumstance outside our control, we will contact you as soon as possible to let you know and will do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you are entitled to cancel the Contract and we will refund you the Price

12. LIMITATIONS ON OUR LIABILITY

- 12.1. Nothing in these Terms and Conditions:
- 12.1.1. limits our liability under Part 1 of the Consumer Protection Act 1987 in relation to the safety of parts or for death or personal injury caused by our negligence; or
 - 12.1.2. affects any statutory rights which you may have as a consumer.
- 12.2. We are not responsible for any losses you suffer if we breach this Contract where the loss is:
- 12.2.1. Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
 - 12.2.2. Caused by a delaying event outside our control. As long as we have taken the steps set out in the section 11 we are not responsible for delays outside our control.
 - 12.2.3. Avoidable. Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
 - 12.2.4. A business loss. It relates to your use of a product for the purposes of your trade, business, craft or profession.

13. YOUR PERSONAL DATA DETAILS

- 13.1. Your personal data is mainly processed by us in connection with the administration, management and operation of your Contract, in accordance with these Terms and Conditions. To do this, we will process your name and contact details, your debit / credit card details and any personal data contained in any correspondence with Baxi Customer Support.
- 13.2. We will process your personal data in accordance with our Privacy Policy on our website at www.baxi.co.uk. For details of how long we retain your personal data see section 7, and for information about who we share your personal data with see section 8. Your personal data is stored by us on our secure servers located in the UK and / or the EU. Transfers of your personal data outside of the EEA are set out in section 9 of our Privacy Policy. We need your personal data in order to administer your Contract. If you no longer want us to process your personal data at any time, this may prevent us from administering your Contract.
- 13.3. From time to time, we may also use your contact details to inform you, by post, of our other related products and services that we consider may be of interest to you. You can opt out at any time without affecting your Contract.
- 13.4. You may contact us at any time, free of charge, if you want to find out more about how and why we use your personal data. Write to the Privacy Compliance Manager, Baxi Heating UK Limited, Brooks House, Coventry Road, Warwick, CV34 4LL or email privacycompliancemanager@baxi.co.uk

14. YOUR OPTIONS FOR RESOLVING DISPUTES WITH US

- 14.1. If you wish to complain or you are unhappy with the service that you receive under the Contract, please contact Baxi Customer Support on 0344 871 1545 or use our online form: <https://www.baxi.co.uk/contact-form>. You can also write to us at Brooks House, Coventry Road, Warwick, CV34 4LL.
- 14.2. Our friendly customer service team will do their best to resolve any problems you have with us, but if you're not satisfied you can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in.

15. GENERAL

- 15.1. Nobody else has any rights under this Contract. This contract is between you and us. Nobody else can enforce, end or change it.
- 15.2. We may modify or replace these Terms and Conditions in order to comply with relevant laws, regulations, industry guidance or codes of practice, to rectify errors or to make the terms clearer, or to reflect changes in the scope or nature of the services that we provide to you.
- 15.3. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.