

General Terms & Conditions for Boiler Repair

1. DEFINITIONS

"Agreed Contract Price": the defined amount you agree to pay us based on the Product which you have selected, including VAT.

"Agreement": these general terms and conditions of contract and/or the Boiler Repair Booklet.

"Agreement Date": the date You receive this Agreement.

"An Event Outside Our Control": means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, extreme weather, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

"Appointment": the date and/or time we agree with you to visit your Property to resolve the reported Breakdown or Fault and carry out any Works.

"Boiler, Controls and Central Heating System": means the boiler and all components within the boiler casing, on/off programmer and timer (including internet enabled heating controls), room thermostats, cylinder thermostat, central heating pumps, motorised valves and frost thermostats, water circulating pumps and interlocks, hot water flow and return lines (pipe work), radiators, thermostatic radiator valve (TRVs), hot water cylinder, expansion tank, System bypass valve, zone valves, zone switches and gas supply pipework inside your Property between your meter and boiler only. It also includes any essential components required for the operation of the System, e.g. magnetic/System filter, condensate pump or trace heating kit.

"Breakdown or Fault": the internal failure or burning out of any component of your system whilst in ordinary use necessitating repair or replacement before it can resume normal operation.

"Business Day": Monday to Friday 9am to 5pm (other than Christmas Day, Boxing Day, 1st and 2nd January).

"Confirmation of Sale Letter or Email": the letter which confirms the information about your chosen Product and price.

"Commercial Property": a property that is used for commercial, retail or any other business purposes and includes bedsits, B&B's and sub-divided homes.

"Engineer": a Gas Safe registered engineer or suitably qualified electrician employed by us or appointed by us to act on our behalf.

"Initial Inspection": where you have purchased a suitable Insurance Contract, the initial inspection carried out by us as set out in the SSE Home Services Policy Booklet.

"Insurance Contract" where you have purchased an insurance product with us, Your contract for that product.

"Pre-Existing Fault or System Deficiency": a fault or system deficiency which, in our reasonable opinion, existed prior to your Product start date.

"Product": the product that you have chosen, as confirmed to you in your Confirmation of Sale Letter or Email.

"Property": the domestic property where the System is situated as confirmed in the Confirmation of Sale Letter or Email.

"Quote": any documentation confirming additional prices which you must pay for the Breakdown work to be completed.

"OVO Group": Ovo Group Ltd (a company registered in England under Company Number 08862063 whose registered address is 1 Rivergate, Temple Quay, Bristol, BS1 6ED) and any company which is a holding company and/or subsidiary of Ovo Group Ltd and any company which is a subsidiary of such holding company, where the terms "holding company" and "subsidiary" are defined in Section 1159 of the Companies Act 2006 as updated from time to time.

“System”: your Boiler, Controls and Central Heating System.

“We or Us or Our”: OVO (S) Home Services Limited, a company registered in Scotland with Company Number: SC292102 (and/or its permitted successor and assignees). Registered office: Grampian House, 200 Dunkeld Road, Perth PH1 3GH. Registered VAT number 273 5360 01.

“Works”: The works to be carried out by Us to repair your Breakdown or Fault.

“You or Your”: you, the customer who has entered into this Agreement with us and whose name is confirmed in the Confirmation of Sale Letter or Email.

2. GENERAL

- 2.1 Please ensure that You read this Agreement carefully. If You have any queries, please contact Us to discuss prior to your Appointment. Due to the immediate nature of your Breakdown or Fault, you agree to waive your right to an 18-calendar day cancellation period for the initial Work and any associated Insurance Contract you may have with us.
- 2.2 Where you have purchased an Insurance Contract in conjunction with this Product, we will undertake your Initial Inspection during the Engineer’s visit to repair the Breakdown or Fault. Please refer to your Insurance Contract policy documentation for further detail.
- 2.3 We reserve the right to amend or withdraw the Agreement at any time prior to it being accepted by You.
- 2.4 We may provide You with an alternative heating source during the Works. You will remain liable for all charges and costs associated with such alternative heating source for the duration of the Work.

3. PAYMENT

- 3.1 You will pay to Us the Agreed Contract Price in full over the telephone prior to the commencement of the Breakdown or Fault Work. Payment shall be by credit or debit card only unless otherwise agreed by Us.
- 3.2 There is a maximum parts cost of £500 including VAT for your Works. Where the value of the repair is in excess of this value, you will be provided with a Quote to pay the difference (over and above £500).
 - 3.2.1 Where you accept this Quote, you will be required to pay the fees prior to further work commencing and being completed.
 - 3.2.2 Where you decline the Quote, the Breakdown or Fault visit and any associated Insurance Contract will be cancelled. You will be reimbursed your initial payment, except for a £50 fee which will be retained to cover the costs of our Engineer visit. The exception to this is where you have purchased SSE Boiler Rescue.

4. THE WORKS AND IMPORTANT TERMS

- 4.1 We will undertake the repair work to a single and/or primary Fault only within the scope of the Product.
- 4.2 For any additional work or repairs to excluded elements, a separate Quote may be provided to you. If this extra work is required to resolve the primary Fault and you decline the Quote, clause 3.2.2 will be applied. Where the additional work or repairs are not essential, to be decided at our discretion, and you decline the Quote, we will continue to only repair the single and/or primary Fault.
- 4.3 If Your Property is a listed building or the Works require planning permission then You must provide Us with evidence that the necessary consent(s) are obtained prior to the Works

commencing. You will obtain all such licences and consents (including planning and building control consents, if relevant) that are required for the lawful undertaking of the Works at Your own cost.

- 4.4 We may transfer all or any part of Our rights and sub-contract any of Our obligations under this Agreement without Your consent. We will make sure that Your rights are not reduced if We do this, and in particular that the new supplier holds any necessary industry registration.
- 4.5 We will take care to carry out the Works without causing damage to Your Property. We will make good any unnecessary damage caused by Our negligence. However, We are not responsible for the cost of repairing any Pre-Existing Fault or System Deficiency or damage to Your Property that We discover in the course of undertaking the Works.
- 4.6 When undertaking the Works, we may charge for work required to gain access to your Boiler, Controls and Central Heating System if it is built into the fabric of your Property. This includes, but is not limited to, pipes buried in walls or floors. We will not be liable for any making good. Alternatively, you can choose, or we may ask you, to have this work completed by a third party.
- 4.7 As water supply rates can be variable, We cannot be responsible for Your Boiler, Controls and Central Heating System failing to function properly because Your water supply becomes inadequate or variable.
- 4.8 Condensate pipes in unheated or external areas can freeze in extreme weather. We will not be liable for any costs You incur should this happen.
- 4.9 We are responsible for any death or personal injury caused by Our negligent acts or omissions or for Our failure to use reasonable care and skill when carrying out the Works. Otherwise, We will only be liable for any loss or damage which is a foreseeable consequence of a breach of this Agreement. Loss or damage is reasonably foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both We and You knew it might happen, for example, if You discussed it with Us during the sales process. Our maximum liability to You under this Agreement shall not exceed the Agreed Contract Price. We are not responsible for any business loss.
- 4.10 The headings in these terms and conditions are for Your guidance only and do not affect the interpretation.
- 4.11 We may charge for works required to rectify blockages or remove airlocks.

5. KEY EXCLUSIONS

- 5.1 Boilers greater than 70KW;
- 5.2 Boilers in any kind of Commercial Property;
- 5.3 Repairs required as a result of sludge, limescale or corrosion;
- 5.4 Repairs required as a consequence of your own, or a third party's misuse, wilful damage, negligence or poor workmanship;
- 5.5 Long-term and obvious Pre-Existing Fault or System Deficiency, as determined by our Engineer acting reasonably;
- 5.6 Work required to upgrade your system to a suitable standard to meet current legislation and industry specification;
- 5.7 Underfloor heating systems or any associated specialist controls;
- 5.8 Problems caused by blocked/frozen condensate pipework;
- 5.9 Liquefied petroleum gas (LPG), oil, renewable heat source and electrical heating or immersion systems and designer or non-standard radiators;
- 5.10 We do not cover any models for the following brands of boiler: Servovarm, Chaffoteaux, or Ferroli. Additionally, we do not cover the Ideal Istore boiler or any thermal store products made by Gledhill;

- 5.11 Weather compensators or their controls;
- 5.12 Where We have previously cancelled an Insurance Contract you have had with us;
- 5.13 Replacement of your boiler or cylinders of any type.

6. OTHER GENERAL EXCLUSIONS AND LIMITATIONS

- 6.1 You must own the Property in which the Works are to be undertaken;
- 6.2 Builders work, access costs, redecoration, reflooring and making good (unless caused by our negligence);
- 6.3 We will charge for or decline to perform work required to remove asbestos. If encountered once the works have commenced, we reserve the right to withdraw our Engineer until a resolution has been agreed and completed;
- 6.4 Works in what we deem to be in an unsafe area;
- 6.5 Parts that are of a non-standard specification;
- 6.6 Repairs to fix unrelated faults;
- 6.7 Works on non-standard flues or flues not connected to the boiler, or over 1 metre in length;
- 6.8 Repairing damage caused by loss or fluctuation to utility supplies (electricity, gas or water), floods, storms, freezing, lightning, explosion, subsidence, or any other structural change;
- 6.9 Work required on multi-fuel heat source systems, combined cook/heating appliances and/or individual gas space heaters; and
- 6.10 Internet connection or internet enabled devices used to control heating.

7. COMPLAINTS

- 7.1 We are committed to offering excellent customer service. However, we recognise that things do sometimes go wrong. If you feel something has gone wrong and you wish to complain please:

Telephone us on: 0345 076 7646 (Monday to Friday, 08:00 to 20:00 and Saturdays, 08:00 to 14:00)

Or write to us at: Home Services, PO Box 7612, Perth, PH2 1FZ

Or email us at: HomeServicesComplaints@sse.com

We'll do our best to resolve the complaint fairly. Once we have completed our investigation, we will provide a final response.
- 7.2 If we are unable to settle your complaint, we will issue you with a deadlock letter. At this point you have the right to contact the Alternative Dispute Resolution service, Utilities ADR:

Utilities ADR
12 Walker Avenue
Stratford Office Village
Wolverton Mill
Milton Keynes
MK12 5TW

By telephone: 0203 137 8268

By visiting: www.utilitiesadr.co.uk
- 7.3 This complaints procedure does not affect any legal right You have to take action against Us.

8. CANCELLATION

8.1 Your Cancellation Rights

8.1.1 As You have specifically requested a visit from Us for the purpose of carrying out urgent repairs and/or maintenance, You will not be entitled to an 18 calendar day cancellation period further to Section 28(1)(e) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

8.1.2 If You cancel this Agreement but there are charges that are due to Us, You will remain responsible to pay these charges.

8.2 Our Cancellation Rights

8.2.1 We may cancel Your Agreement in the following circumstances:

8.2.1.1 if You have given Us false information which results or may result in Us suffering material loss or damage or being in breach of the law;

8.2.1.2 if You do not pay the Agreed Contract Price;

8.2.1.3 if any health and safety issues arise which seriously affect Our ability to do the Works and which are either caused by You, or about which You should have told Us in advance;

8.2.1.4 if You do not give Us reasonable access to Your Property;

8.2.1.5 if We are not able to find parts for Your system;

8.2.1.6 if the upgrade work We tell You is needed has not been completed;

8.2.1.7 if You have breached the terms of Your Agreement;

8.2.1.8 if You no longer own or occupy Your Property;

8.2.1.9 if You materially breach any of Your obligations in this Agreement;

8.2.1.10 an Event Outside Our Control means We are not reasonably able to carry out the Works.

8.2.2 If We cancel this Agreement but there are charges that You are due to pay to Us, You will remain responsible to pay these charges.

8.2.3 If We cancel the Agreement for any of these reasons, We will refund any sums You have paid in advance for goods and services, including Works not yet provided. However, You must pay Us for the reasonable value of the Work done and materials supplied up to the point the Agreement ends. You must also pay Us the costs of any equipment or material purchased or prepared for the Works which We cannot reasonably use for other purposes. If the amounts We are entitled to charge You exceed the amounts We are required to repay to You, You must pay Us the difference.

9. USE OF PERSONAL INFORMATION

9.1 This section explains how We use the information We collect about You when You buy a product or related service from Us under this Agreement. We will tell You if We significantly change the information We ask for or the way We use it. If You would like more details about the way We use Your personal information, please see Our privacy notice available at <https://www.sse.co.uk/about-us/legal/privacy-policy>. If You would like a printed copy of Our privacy notice, please get in touch.

9.2 We may collect information about You when You use Our website; correspond with Us by phone, letter, email, SMS or otherwise; or in the course of providing You with services or products. We may receive information about You from third parties, such as Credit Reference Agencies.

9.3 Information You provide or We hold may be used by Us, Our employees and/or Our agents, and companies within the OVO Group to:

- 9.3.1 help identify You when You contact Us;
 - 9.3.2 detect and prevent crime, fraud or loss;
 - 9.3.3 contact You or authorised third parties to administer any accounts, services or products. If You provide Us with an email address We may use it to send contract fulfilment and other account or services related information;
 - 9.3.4 contact You to collect feedback, for example through surveys or questionnaires;
 - 9.3.5 conduct research, analysis and testing of Our systems;
 - 9.3.6 train Our staff and improve Our products and services;
 - 9.3.7 conduct, and contact You in relation to, market research; and
 - 9.3.8 unless You have asked Us not to, to contact You in writing, by phone and (where You have agreed) via email or SMS with information on other products and services that We, other companies within the OVO Group, and occasionally Our carefully selected partners offer. We may use third parties to send marketing communications.
- 9.4 You may opt out at any time from any marketing message by writing to Us at PO Box 7506, Perth, PH1 3AQ or calling (i) SSE: 0345 076 7646, (ii) SSE Scottish Hydro: 0345 078 6772; (iii) SSE SWALEC: 0345 078 6773; (iv) SSE Southern Electric: 0345 078 6771 or emailing home.services@sse.com and giving Your account details.
- 9.5 We may share Your information with third parties, including:
- 9.5.1 companies that provide, review and/or receive services in relation to Our services and products;
 - 9.5.2 regulators or legally appointed bodies for regulatory or legal purposes;
 - 9.5.3 organisations involved in the prevention or detection of crime or collection of taxes or similar impositions. If We have reasonable suspicion an offence is being, or has been, committed We will investigate and may record relevant information which We may share with third parties (such as the Police).
- 9.6 We may also monitor and record any communications We have with You, including phone conversations, SMSs, emails and web chat, to make sure We are providing a good service, meeting Our legal and regulatory requirements, and to train Our staff.
- 9.7 We may pass Your address, property and postcode and details of Your gas appliances and installations to organisations that supervise these activities and to whom We are registered with. These organisations may pass this information to local authorities to meet planning and regulatory requirements.

10. Warranty

- 10.1 On completion of the Works and payment of the Agreed Contract Price where You, within 12 months of the date of repair, prove to Our reasonable satisfaction that the Works We carried out are defective due to Our faulty workmanship or defective design only then will We remedy the defect, solely in relation to the Works We carried out, at Our cost, except where You suffer loss or damage caused by Our breach of contract or failure to use reasonable care and skill. We are not responsible for:
- 10.1.1 damage due to Your use of the Works or the goods provided to You as part of the Works, including fair wear and tear, improper use, neglect, accident, or other failure on the part of You to operate and properly maintain the installation;
 - 10.1.2 any repairs or alterations to the installation carried out by You without Our prior written approval;
 - 10.1.3 if You have failed to notify Us of the defect;

- 10.1.4 the resetting or replacement of a circuit protective device due to circumstances unrelated to the Works;
 - 10.1.5 fuses requiring replacement (except where they are damaged due to Our negligence);
 - 10.1.6 where the fault with the Boiler, Controls and Central Heating System is unrelated to the Works;
 - 10.1.7 where the provisions of clauses 3 and 4 apply.
- 10.2 Where You prove to Our reasonable satisfaction within 12 months of the date of repair that any appliances or electronic devices of Ours are defective, then We will at Our option repair or replace the appliance or devices at its cost.
- 10.3 The availability of the guarantee referred to above does not affect Your rights against Us under the Agreement or the law generally.
- 10.4 You must notify Us as soon as possible about any fault or default to the Works after the damage is discovered, and at all times, within 12 months of the repair.
- 10.5 You will ensure that the Works and the equipment repaired by Us are properly maintained in accordance with the manufacturer's recommendations.
- 10.6 The remedies contained in this clause are without prejudice to and in addition to any warranties, indemnities, remedies or other rights provided to You by law.
- 10.7 All manufacturer warranties are subject to the terms and conditions set out by the relevant manufacturer.

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. Your rights under this Agreement will not be affected.
- 11.2 We will always communicate with you (including our terms and conditions) in English.
- 11.3 We may vary the terms and conditions of this Agreement at any time.
- 11.4 Any delay on your or our part in enforcing any term of this Agreement will not prevent either of us from enforcing that term later.
- 11.5 Notices required under this Agreement will be in writing and delivered by hand, sent by post or e-mail (where provided and permitted). We will send notices to your billing address or your e-mail address. We will assume you have received the notice 3 Business Days after we have sent it unless we receive evidence to the contrary. Unless otherwise stated in this Agreement, please send postal notice(s) to:
- OVO (S) Home Services Limited,
Grampian House,
200 Dunkeld Road,
Perth, PH1 3GH
- or email Us at
home.services@sse.com
- 11.6 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.
- 11.7 If your boiler, appliance or System is covered by a third party warranty, it's your responsibility to make sure that any work we do doesn't affect that warranty.
- 11.8 If our supply of the Products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of

substantial delay you may contact us to end this Agreement and receive a refund for any Products you have paid for but not received.

- 11.9 We are under a legal duty to supply Products that are in conformity with this Agreement. Nothing in this Agreement will affect your statutory legal rights.
- 11.10 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.

SSE and associated brands: Southern Electric; Scottish Hydro and SWALEC are all trading names of OVO (S) Home Services Limited. The Registered Office of OVO (S) Home Services Limited is Grampian House, 200 Dunkeld Road, Perth, PH1 3GH. Registered in Scotland No. SC292102. OVO (S) Home Services Limited is authorised and regulated by the Financial Conduct Authority (FCA) under reference number 695476. You can check this on the Financial Services Register by visiting the FCA website.

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