

General Terms & Conditions for Boiler Repair

1. DEFINITIONS

In this Agreement the following expressions will have the following meanings:

Agreed Contract Price: The price contained in the Quotation once accepted by You.

Agreement: These general terms and conditions of contract, the Boiler Repair Booklet, the Quotation and the Variation Agreement (if applicable).

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, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

Boiler Repair Booklet: The Booklet provided to You with this Agreement.

Property: The property where the Works are to be undertaken.

Quotation: The quotation as contained in the Boiler Repair Booklet.

Quotation Date: The date You received the Quotation.

SSE Group: means SSE Plc and any company or subsidiary of SSE Plc and includes any joint venture company in which SSE Plc or any of its subsidiaries hold a 50% shareholding.

Thermal Device: Goods that provides heating and/or hot water to a property.

Variation Agreement: means the signed agreement by You and Us varying the Quotation.

You or Your: will refer to the customer, being the person, whose name and address is shown in the Quotation.

We or Us or Our: means SSE Home Services Limited as appropriate. SSE Home Services Limited is a company, trading as SSE Southern Electric, SSE Scottish Hydro, SSE Swalec and SSE, whose Registered Office is at Inveralmond House, 200 Dunkeld Road, Perth, PH1 3AQ. Our VAT number is 273 5360 01.

Works: The works to be carried out by Us as detailed in this Agreement and in the Boiler Repair Booklet.

2. GENERAL

- 2.1 Please ensure that You read this Agreement carefully, and check that the details on the Quotation are complete and accurate. If You think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between You and Us.
- 2.2 We reserve the right to amend or withdraw the Quotation and/or this Agreement at any time prior to it being accepted by You.
- 2.3 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they'll retain a copy of the search. 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.
- 2.4 This Agreement is subject to Us agreeing to Your Agreement with Us and/or Us agreeing to carry out the Works.
- 2.5 We reserve the right to terminate the Agreement at anytime.

3. THE WORKS

- 3.1 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 and by signing this Agreement You will be deemed to have obtained all such licences and consents for the lawful undertaking of the Works. You must provide Us with evidence that the necessary consent(s) are obtained prior to the Works commencing.
- 3.2 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. It may be unlawful to carry out work in a listed building without permission and Your failure to obtain the necessary consent(s) may result in legal action being brought against You by governmental authorities.
- 3.3 If You are a tenant or You do not own Your Property, You will need Your owner or landlord's permission before You can authorise Work. We require evidence from You that such permission has been obtained.
- 3.4 Where We carry out unauthorised works at the Property where You have failed to obtain consent or permission or where You have given false or inaccurate information. You will compensate Us for any losses suffered as a result of Your failure to obtain the relevant consents or the Property owner's permission.
- 3.5 If the Works are suspended due to a lack of relevant consents or permissions, other than because of Our negligence or breach of this Agreement, You will be responsible for the works undertaken and the materials supplied as part of the Works as at the date of suspension.
- 3.6 Unless otherwise stated in writing, We will be entitled to carry out the Works in stages. Unless otherwise stated in writing, the Works will be carried out:
 - (a) during normal working hours (08:00 to 20:00 Monday to Sunday);
 - (b) where in Our opinion a condition exists which would prevent Us carrying out the works in a safe and/or efficient manner, We will ask You to remedy the condition(s) at Your own cost before We proceed. We will not be responsible for any losses caused by any resulting delay. If You do not remedy the condition(s) within a reasonable period, to Our satisfaction, this will be considered as a denial of access by You as set out in clause 7.2.1(d);
 - (c) with opportunity for continuous work during the times set out above. If You deny Us this opportunity at any time, You must pay any additional costs incurred by Us.
- 3.7 We will make every reasonable effort to complete the work on time, however We (or Our sub-contractors or agents) cannot be held responsible for delays that occur due to Your actions or due to an Event Outside Our Control. In cases of extreme or adverse weather conditions, We may be forced to cancel appointments at late notice. We will not be liable for any loss that results from this; in such circumstances We will agree an alternative date to carry out the installation and We will not incur any liability for such delay.
- 3.8 Any times or dates given by Us for the carrying out of the Works are given in good faith but are approximate only and will not be of the essence.
- 3.9 We will not be responsible for delay due to lack of instructions by You or by Your agent. If any such delays involve expense to Us You will pay that expense.
- 3.10 You will provide adequate facilities for economical execution of the Agreement. These will include access to the Property.
- 3.11 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 Works.
- 3.12 The Quotation and/or this Agreement excludes the cost of:

- (a) builders work and making good;
- (b) boring of holes in excess of 24mm diameter through walls to accommodate cables, pipes and ducts;
- (c) all structural reinforcement required to support and accommodate the proposed Works; Except where these are included in the Quotation;
- (d) handling or disposal of hazardous materials including asbestos;
- (e) upgrading Your system to comply with the latest industry standards;
- (f) parts that are not of a standard specification;
- (g) repairs required due to system design faults, system deficiencies or manufacturer design faults;
- (h) repairs and or system flushes required as a consequence of sludge, lime scale or corrosion;
- (i) repairs to fix unrelated faults.
- (j) repairing damage caused by loss or fluctuation to utility supplies (electricity, gas or water), floods, storms, freezing, lightning, explosion, subsidence, or any other structural changes.

3.13 The Works will not commence until We have:

- (a) completed a satisfactory credit check (if applicable);
- (b) You have provided Us with all the consents and licences in accordance with clause 3.1, 3.2 and 3.3 (if applicable).

3.14 If during the progress of the Works any hazardous materials (including asbestos) are encountered which could not have been reasonably identified by Us during the Quotation, We will let You know. We will withdraw Our staff immediately from the Property until the Property is made safe. Removal of the hazardous material is Your responsibility. Where You request removal of the hazardous materials to be undertaken by Us or Our approved contractor costs will be charged to You in addition to the Agreed Contract Price. If You have had the hazardous materials removed independently, You must, in the case of asbestos, provide Us with a clean air certificate before We continue with the Works. In the event that the hazardous material is not removed Our rights of cancellation in clause 8 apply.

3.15 There may be occasions where We are unable to complete the Works successfully and/or We are unable to work on Your Thermal Device which may include but shall not be limited to:

- (a) if parts are unavailable;
- (b) if Your Thermal Device is not on Our approved list;
- (c) if We deem it unsafe to work on Your Thermal Device.

On these occasions, Our representative will discuss other options which may include a refund of the Agreed Contract Price.

4. PAYMENT

- 4.1 You will pay to Us the Agreed Contract Price in full as stated in the Quotation over the telephone prior to the commencement of the Works. Payment shall be by credit or debit card only unless otherwise agreed by Us.
- 4.2 You must pay VAT and any other taxes or duties at the applicable rate On the Agreed Contract Price.
- 4.3 If You do not pay the Agreed Contract Price in full within the time mentioned above, and You still have not paid it within 14 days of Our reminding You, We shall have the right to stop all Works until the payment has been made, in which case We will not be responsible for any delay. Alternatively, at Our option, We may treat this Agreement as having been cancelled by You. See clause 7.2, which explains what will happen if We do this.

- 4.4 There will be an additional charge for any variations or additions to the Works which You or Your agent request. All requests must be in writing to Us and if We are willing and able to make the alterations and/or additions to the Works, You will pay any additional costs or expenses on a time and materials cost basis which will be stipulated in a Variation Agreement.
- 4.5 If We find that any variations or additions to the Works which We find are necessary when We undertake the Works and We could not reasonably have identified these when providing You with the Quotation, We will make an additional charge for these. In such cases, We will explain to You the reasons for the additional work and charges and if You agree to the changes You and Us will sign a Variation Agreement. You or Us may cancel the Agreement as a result of the changes and following cancellation, Clause 8 will apply.

5. USE OF PERSONAL INFORMATION

- 5.1 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.
- 5.2 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.
- 5.3 Information You provide or We hold may be used by Us, Our employees and/or Our agents, and companies within the SSE Group to:
- (a) help identify You when You contact Us;
 - (b) detect and prevent crime, fraud or loss;
 - (c) 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;
 - (d) contact You to collect feedback, for example through surveys or questionnaires;
 - (e) conduct research, analysis and testing of Our systems;
 - (f) train Our staff and improve Our products and services;
 - (g) conduct, and contact You in relation to, market research; and
 - (h) 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 SSE Group, and occasionally Our carefully selected partners offer. We may use third parties to send marketing communications.
- 5.4 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.
- 5.5 We may share Your information with third parties, including:
- (a) companies that provide, review and/or receive services in relation to Our services and products;
 - (b) regulators or legally appointed bodies for regulatory or legal purposes;
 - (c) 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).

- 5.6 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.
- 5.7 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.

6. OTHER IMPORTANT TERMS

- 6.1 We may transfer all or any part of Our rights and subcontract 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.
- 6.2 This Agreement can only be transferred between persons By You with Our prior approval.
- 6.3 We may vary this Agreement prior to the Works commencing. If We vary this Agreement to Your disadvantage We will notify You of such variations. If You notify Us that You are cancelling this Agreement then such variations will not be effective in respect of this Agreement and We will refund all monies You have paid to Us, in full.
- 6.4 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.
- 6.5 When installing a new Thermal Device into Your Property there is a possibility that pre-existing faulty or unsatisfactory pipe work may fail and result in a water leak. We will not be liable for any damage or loss caused by such a leak nor will We be responsible for repairing the pipe work itself.
- 6.6 It may be necessary to connect new equipment, fixtures and fittings to the existing electrical, central heating or hot water system which may include access through internal or external walls and finishings. Where We are required to replace any existing pipe work or electrical cables, then this work will be chargeable. We will not be liable for repairing or replacing any parts of the existing system which develops a fault as a result of the new equipment unless it is proved to have been caused by Our negligence. 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 faults or damage to Your Property that We discover in the course of installation and/or performance by Us.
- 6.7 If it is necessary to remove or alter fixed furniture (e.g. kitchen units) or flooring You should arrange for a specialist contractor to carry out such works. We will endeavour to give notice if such works are required. If You instruct Us to carry out such works We will not be held liable for any resulting damage to the furniture or flooring or surrounding area, reinstatement or making good. Certain areas may need redecoration, repair, restoring or refixing once the Works have been completed and is not included in the Agreed Contract Price. Redecoration and replacement of flooring will be Your responsibility and at Your cost.
- 6.8 As water supply rates can be variable, We cannot be responsible for Your central heating system failing to function properly because Your water supply becomes inadequate or variable.
- 6.9 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.
- 6.10 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.

- 6.11 Notices required under this Agreement will be in writing and delivered by hand, sent by post or email (where provided and permitted). We will send notices to Your billing address. We will assume You have received the notice 5 working days after We have sent it unless We receive evidence to the contrary. When writing in please send postal notice(s) to: SSE Home Services Limited, Inveralmond House, 200 Dunkeld Road, Perth, PH1 3AQ, or email Us at home.services@sse.com
- 6.12 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.
- 6.13 This Agreement and any disputes arising from it will 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.
- 6.14 The headings in these terms and conditions are for Your guidance only and do not affect the interpretation.

7. CANCELLATION

- 7.1 Your Cancellation Rights
- 7.1.1 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 a statutory 14 calendar day cancellation period further to Section 28(1)(e) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 7.1.2 If You cancel this Agreement but there are charges that are due to Us, You will remain responsible to pay these charges.
- 7.2 Our Cancellation Rights
- 7.2.1 We may cancel Your Agreement in the following circumstances:
- (a) if You have given Us false information which results or may result in Our suffering material loss or damage or being in breach of the law;
 - (b) if You do not pay the Agreed Contract Price;
 - (c) 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;
 - (d) if You do not give Us reasonable access to Your Property;
 - (e) if We are not able to find parts for Your system;
 - (f) if the upgrade work We tell You is needed has not been completed;
 - (g) if You have breached the terms of Your Agreement;
 - (h) if You no longer own or occupy Your Property;
 - (i) if You materially breach any of Your obligations in this Agreement;
 - (j) an Event Outside Our Control means We are not reasonably able to carry out the Works.
- 7.2.2 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.
- 7.3 If We cancel the Agreement for any of these reasons, We will refund any sums You have paid in advance for goods and services 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.

8. COMPLAINTS

- 8.1 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.
If Our adviser cannot help, please ask for a manager.
Or write to Us at:
Head of Home Services
PO Box 7612
Perth
PH2 1FZ
Or email Us at: headofhomeservicesteam@sse.com
- 8.2 We'll do Our best to resolve the complaint fairly. If We have exhausted Our internal complaint procedure and We are unable to come to a settlement, We will issue You with deadlock letter. At this point You have the right to contact the Alternative Dispute Resolution services:
Write to them at:
Utilities ADR
12 Walker avenue
Stratford Office Village
Wolverton Mill
Milton Keynes
MK12 5TW
By telephone: 0203 137 8268
Online: www.utilitiesadr.co.uk
- 8.3 This complaints procedure does not affect any legal right You have to take action against Us.
- 8.4 If You purchased Your product online, You also have the option to visit the European Commission's online dispute resolution platform which will help route Your query or concern to SSE and/or the relevant ombudsman and may assist to resolve complaints.

9. WARRANTY

- 9.1 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:
- (a) 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;
 - (b) any repairs or alterations to the installation carried out by You without Our prior written approval;
 - (c) if You have failed to notify Us of the defect;
 - (d) the resetting or replacement of a circuit protective device due to circumstances unrelated to the Works;
 - (e) fuses requiring replacement (except where they are damaged due to Our negligence);
 - (f) where the fault with the system or the Thermal Device are unrelated to the Works;
 - (g) where the provisions of clause 6 apply.

- 9.2 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.
- 9.3 The availability of the guarantee referred to above does not affect Your rights against Us under the Agreement or the law generally.
- 9.4 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.
- 9.5 You will ensure that the Works and the equipment repaired by Us are properly maintained in accordance with the manufacturer's recommendations.
- 9.6 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.
- 9.7 All manufacturer warranties are subject to the terms and conditions set out by the relevant manufacturer.

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