

# General Terms & Conditions for Boiler Service

## 1. DEFINITIONS

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

**"Agreed Contract Price"**: the price confirmed to You over the phone and contained in the Quotation.

**"Agreement"**: these Boiler Service terms and conditions, the Boiler Service Booklet and the Quotation.

**"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 Service Booklet"**: the booklet provided to You with this Agreement.

**"Property"**: the domestic property where the Service is to be undertaken.

**"Quotation"**: the quotation contained in the Boiler Service Booklet.

**"OVO Group"**: means Ovo Group Ltd and any company or subsidiary of Ovo Group Ltd and includes any joint venture company in which Ovo Group Ltd or any of its subsidiaries hold a 50% shareholding.

**"Boiler"**: goods that provides heating and/or hot water to the Property.

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

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

**"Service"**: the Service to be carried out by Us as detailed in the Agreement at Clause 3.10.

## 2. GENERAL

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- 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 This Agreement is subject to Us agreeing to Your Agreement with Us and/or Us agreeing to carry out the Service.

## 3. THE SERVICE

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- 3.1 If You are a tenant or You do not own Your Property, You will need the owners or landlord's permission before You can authorise the Service. We require evidence from You that such permission has been obtained.
- 3.2 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.
- 3.3 If the Service is suspended due to a lack of relevant consents or permissions, other than because of Our negligence or breach of this Agreement, for the Service You will be responsible for the works undertaken and the materials supplied as part of the Service as at the date of suspension.

- 3.4 Unless otherwise stated in writing, We will be entitled to carry out the Service in stages. Unless otherwise stated in writing, the Service 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 Service in a safe and/or efficient manner, We may 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 7.2.2(e);
  - (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.
- 3.5 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 Service and We will not incur any liability for such delay.
- 3.6 Any times or dates given by Us for the carrying out of the Service are given in good faith but are approximate only and will not be of the essence.
- 3.7 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.
- 3.8 You will provide adequate facilities for economical execution of the Agreement. These will include access to the Property.
- 3.9 The Quotation, the Service and/or this Agreement excludes:
- (a) any repair work or associated activities;
  - (b) all structural reinforcement required to support and accommodate the proposed Service; Except where these are included in the Quotation;
  - (c) upgrading Your system to comply with the latest industry standards;
  - (d) system flushes to remove sludge, lime scale and other debris from Your system;
  - (e) commercial boilers and domestic boilers over 40KW.
- 3.10 Dependent on the make and model of the Boiler, some or all of the following actions will be completed during the service ("**the Service**"), We will:
- (a) check Our database for any updates to technical information for Your Boiler;
  - (b) visually inspect the full flue/chimney for the Boiler;
  - (c) inspect any ventilation for the Boiler;
  - (d) check the electric supply to the Boiler;
  - (e) remove the outer casing;
  - (f) check the operating pressure of the gas / gas consumption is correct;
  - (g) check the flame picture and stability;
  - (h) check that the water pressure in the system is correct;
  - (i) check that emissions from the flue are at a safe level;
  - (j) clean the appliance as required;
  - (k) check all seals and grommets;
  - (l) check for any signs of water leaks;

- (m) fully test the operation of any safety devices;
- (n) function test Your central heating system;
- (o) function test Your hot water;
- (p) check and clean any system filters;
- (q) reset any timers or controls to the way You want them; and
- (r) record any minor defects and discuss them with You, recommend remedies and provide costs.

3.11 If during the progress of the Service any hazardous materials (including asbestos) are encountered which could not have been reasonably identified by Us over the phone, We will let You know. We will withdraw Our staff immediately from the Property until the Property and/or Boiler 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 Service. In the event that the hazardous material is not removed Our rights of cancellation in clause 7 apply.

3.12 This Agreement covers the Service on a single Boiler at one Property.

## 4. PAYMENT

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- 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 Service. 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 Us reminding You, We shall have the right to cancel the Service 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.

## 5. USE OF PERSONAL INFORMATION

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- 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 OVO Group to:
  - (a) provide You with online services;
  - (b) identify You;
  - (c) detect and prevent crime, fraud or loss;

- (d) 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;
- (e) contact You to collect feedback, for example through surveys or questionnaires;
- (f) conduct research, analysis and testing of Our systems;
- (g) train Our staff and improve Our products and services;
- (h) conduct, and contact You in relation to, market research; and
- (i) identify offers or payment advice tailored to Your needs.

5.4 Unless You ask Us not to, We may 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. You may opt out at any time from any marketing message by contacting Us 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 website, or 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);
- (d) if You fail to make payments We may share information with debt collection and tracing agents;
- (e) authorised third parties or named account holders on any account You hold with Us.

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 provide a good service, meet 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

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- 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. 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 due to the disadvantageous variation, 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 We will take care to carry out the Service 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 the Service and/or performance by Us.

- 6.6 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 re-fixing once the Service 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.
- 6.7 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.
- 6.8 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.
- 6.9 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 Service.
- 6.10 Subject to Clause 6.9, 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: OVO (S) Home Services Limited, Grampian House, 200 Dunkeld Road, Perth, PH1 3AQ, or email Us at [home.services@sse.com](mailto: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 this Agreement are for Your guidance only and do not affect the interpretation.

## 7. CANCELLATION

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- 7.1 Your Cancellation Rights
  - 7.1.1 You have a statutory right to cancel this Agreement with no charge within 14 calendar days of receiving this Agreement ("**the Cancellation Period**"). However if You have expressly requested the Service to commence in the Cancellation Period, You acknowledge that You will cease to have this right to cancel when the Service has been fully performed.
  - 7.1.2 If You cancel this Agreement prior to Us undertaking the Service We will provide a full refund.
- 7.2 Our Cancellation Rights
  - 7.2.1 We reserve the right to terminate the Agreement at any time.
  - 7.2.2 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 the Boiler is broken and/or unusable prior to commencement of the Service;
- (d) if any health and safety issues exist which seriously affect Our ability to do the Service and/or which are either caused by You, or about which You should have told Us in advance;
- (e) if You do not give Us reasonable access to Your Property;
- (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) an Event Outside Our Control means We are not reasonably able to carry out the Service; and
- (j) if You have purchased the service in respect of a commercial property and/or for a Boiler over 40KW.

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

7.3 If We cancel the Agreement for any of these reasons, We will discuss other options with You including refunding any sums You have paid in advance for goods and services not yet provided.

## 8. COMPLAINTS

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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](mailto: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](http://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. GUARANTEE

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- 9.1 Upon completion of the Service and payment of the Agreed Contract Price, We will, free of charge, re-visit Your Boiler at Your Property where a problem with the Boiler occurs within 21 days of completion of the Service. At this stage, We will perform a free of charge diagnostic check only. This guarantee may not apply where a problem arises as a result of:
- (a) damage due to Your use of the Boiler;
  - (b) fair wear and tear, improper use, neglect, accident, or other failure on the part of You to operate and properly maintain the Boiler;
  - (c) any repairs or alterations to the Boiler carried out by You or another third party without Our prior written approval or knowledge;
  - (d) the resetting or replacement of a circuit protective device due to circumstances unrelated to the Service;
  - (e) use of the Boiler otherwise than in accordance with the user instructions;
  - (f) fuses requiring replacement (except where they are damaged due to Our negligence);
  - (g) where there is a fault in any other appliance, such as (without limitation) Your ancillary heating system to which the Boiler is connected; and
  - (h) where the provisions of clause 6 apply.
- 9.2 This guarantee (referred to above) does not affect Your statutory rights and/or remedies as a consumer against Us under this Agreement or the law generally.

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The SSE name and accompanying logos are owned by, and registered trademarks of, SSE plc. They are licensed to SSE Energy Services, a retail business that was formerly part of the SSE Group, which became part of the OVO family in January 2020.

SSE and associated brands: Southern Electric; Scottish Hydro and SWALEC are all trading names of OVO (S) Home Services Limited, a company registered in Scotland (No SC292102) with registered office at Grampian House, 200 Dunkeld Road, Perth, PH1 3GH.

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