

Annual Boiler Service Terms and Conditions

1. These Terms and Conditions are specific to the Annual Boiler Service product. By signing up to this product you are agreeing to pay 12 monthly payments via direct debit which will provide one annual boiler service per year. You must pay VAT and any other taxes or duties at the applicable rate.
2. The Annual Boiler Service product is a contract between you and OVO (S) Home Services Limited. The Annual Boiler Service product is fully compliant with Gas and Electrical Safety Regulations and OVO (S) Home Services Limited's own internal servicing procedures. It is not a contract of insurance and is not regulated by the Financial Conduct Authority or the Guernsey Financial Services Commission.
3. Your contract is for 12 months from the product start date.
4. Your boiler service will normally take place towards the end of your contract year. Our engineer will contact you before your boiler service is due to agree a date and time that suits you. The boiler service is normally undertaken Monday to Friday between 9am to 5pm.
5. Your boiler service will include:
 - A visual check of the boiler
 - The boiler being fired safely to identify any working faults
 - A flue gas analysis efficiency test
 - Opening up the boiler and inspecting it, if necessary
 - Checking the flue and ventilation are in accordance with Gas Safety (Installation and Use) Regulations
 - Checking and adjusting the system pressure
 - Cleaning the condensate trap
 - Visually checking and bleeding radiators, if necessary
 - A visual check of the hot water cylinder
 - Confirmation in writing that the service has been carried out.
6. Your boiler service will not include:
 - Testing the system for the presence of sludge
 - Testing or topping up system inhibitor levels
 - Repair of damage or faults identified at service
 - Gas safety certificates for landlord owned gas appliances
 - Servicing of hot water cylinders
 - Servicing of other gas appliances other than the boiler.

If you request any other services (out with this contract) from the attending engineer, then we will not cover the costs or be responsible in any way for these services.

7. Where OVO (S) Home Services Limited has arranged an appointment for the boiler service and is unable to gain access to your property to carry out the appropriate works, (a 'No Access' visit), then the visit will be deemed to be complete and we will issue a 'No Access letter'. You can still contact OVO (S) Home Services Limited within the same contract year to reschedule the visit. If you contact us after you have renewed we will count this as the service associated with the new agreement period (we won't perform more than one boiler service in a given 12 month period).
8. If our supply of the boiler service 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 contract and receive a refund.
9. We will not pay you any compensation for any loss you suffer or incur in connection with any time you have had to take off from your employment in order to facilitate an appointment (including a missed appointment or 'No Access' visit).

10. We do not limit our liability for death or personal injury caused by our negligence. This is a consumer contract so we are not responsible for any business losses.
11. We will only be responsible for any loss or damage which is a foreseeable result of our breaching this contract or our failing to use reasonable care and skill. The maximum liability of OVO (S) Home Services Limited arising out of this contract is limited to £100,000 in any period of 12 months from your product start date. Loss or damage is 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.
12. 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 in any way.
13. For new customers purchasing on or after 1st April 2021, this Annual Boiler Service product is only available for a defined list of boilers based upon brand/ manufacturer, model, and age. This Annual Boiler Service product is not available for any thermal store products made by Gledhill. Please refer to the 'Boilers We Service' insert provided with your Confirmation of Sale Letter or refer to www.sse.co.uk/home-services/regulations for this list.
14. It is your responsibility to validate that your boiler is one of the 'Boilers We Service' and it is your responsibility to inform us if your boiler is not on the 'Boilers We Service' list. Should we and/or an engineer identify that your boiler is not one which we service, they may decline to undertake any work and your contract may be cancelled. Please ensure you review the 'Boilers We Service' list at point of sale and/or within your 18 day cooling off period.
15. The Annual Boiler Service product covers one boiler per property.
16. You may end your Annual Boiler Service product at any time as long as you let us know. Your product will end immediately upon receipt of your instruction. Please see clause 21 for any termination charges you may incur. You can contact us using one of the methods below:

Write to us at:
 New Customer Centre, Cancellations
 OVO (S) Home Services Limited
 Grampian House
 200 Dunkeld Road, Perth
 PH1 3GH
 Telephone us on: 0345 076 7646
 Email Us at: home.services@sse.com

17. You have an 18-calendar day period from your product start date in which to cancel your product with no penalty, this is known as your cancellation period.
18. Cancelling your Direct Debit without contacting us will not mean you have ended your contract with us at that point. If you miss a Direct Debit payment, we will attempt to take this payment a second time and if it is still not able to be taken, we may terminate your contract. In the event that we terminate your contract due to a missed payment we will write to you to let you know.
19. You will not be allowed to renew your Annual Boiler Service product or take out a new Home Services product with us until you have paid any debt owed to us.
20. We may vary the terms and conditions of this contract at any time. If we vary the terms and conditions to your material disadvantage, we will notify you of such variations and the date on which they will start by providing you with 30 days notice. The new terms and conditions will apply commencing on the notified date.
21. If this contract is terminated due to us changing the terms and conditions then we will not charge you a termination charge. Otherwise, the termination charge is:
 - (a) if you have had a boiler service completed, the annual cost of the Annual Boiler Service product; or
 - (b) if you have not had a boiler service completed, the proportional charge for the time you have had the product. e.g. if you have had the product for 100 days, you will be charged:

$$\left(\frac{\text{The annual cost of your Annual Boiler Service product}}{\text{356}} \times 100 \right) \div 356$$

22. We may terminate your contract in the following circumstances if:
 - (a) 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;
 - (b) you do not make an agreed payment;
 - (c) there are any health and safety issues;
 - (d) your boiler is not covered by us, as set out in clause 13;
 - (e) you do not give us access to your property when it is needed;
 - (f) you have bought the product in respect of a Commercial Property;
 - (j) you have breached the terms of your contract;
 - (k) you have acted in a way that we consider unreasonable, for example if you are aggressive towards us;
 - (l) you no longer own or occupy your own property.
23. We will write to you at least fourteen (14) days before your contract is due for renewal with our renewal price.
24. Subject to clause 26, we will automatically renew your contract each year unless you tell us before the renewal date that you do not want to renew.
25. If for any reason we are unable to take a payment for renewal, then you will no longer be able to receive your boiler service until we receive payment.
26. We reserve the right to not allow you to renew your contract. If we do this then we will let you know 14 days before your contract is due to end.
27. If you would like further details about the way we use your personal data , please see our Privacy Policy available at www.sse.co.uk/privacy. If you would like a printed copy of our Privacy Policy, please get in touch. If you fail to make payments we may share information with debt collection and tracing agents.
28. If you are not satisfied with your Annual Boiler Service product and have a complaint, our complaint procedure is designed to help you make sure that all your queries are answered to your satisfaction. There are several steps you can follow to make sure your points are fully answered. Contact our Specialist Complaints Team. Call them on 0345 070 9383. They're available from 9am to 5pm, Monday to Friday. You can send them an email at HomeServicesComplaints@sse.com or write to them, including your name, account number and/or full address so we can get back to you.
29. We may assign or transfer all, or any part, of our rights and subcontract any obligations under this contract without your consent provided that the transferee holds the applicable industry registration where necessary. Your rights under this contract will not be affected.
30. We reserve the right to remove the Annual Boiler Service product at any time.

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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