



Specflue Limited



Servicing Terms and Conditions for -

- **Assisted Commissioning Visits**
- **Annual Services**
- **Repairs**

SPECFLUE

About these Terms

Specflue Limited is pleased to offer several servicing options to householders with MCZ/RED boilers and stoves.

These terms and conditions explain exactly what our servicing options do and don't cover.

Understanding these Terms and Conditions

'We' and 'you'

By 'we', 'us' or 'our', we mean Specflue Limited. By 'you' or 'your', we mean the person engaging us to perform a service to which these terms apply.

Definitions

Agreement

Each agreement between us and you or your Installer to provide services to which these terms and conditions apply.

Annual Service

A check each year to ensure your boiler is safe and working properly.

Appliance

A single MCZ/RED boiler or stove unit on your property, that's designed for home use.

Assisted Commissioning Visit

Where we may visit you following installation of your Appliance, at the request of your installer, to check that the Appliance is safe and has been properly installed.

Home

The building, including any attached garage or conservatory where you live or a home you own, including holiday homes or rental properties.

Installer

The independent engineer who has installed your Appliance for you.

Property

A home and all the land up to the boundary – including any detached outbuildings.

Repair

To fix your Appliance following an individual fault or breakdown.

Replacement/replace/replacing

Where we replace your Appliance or parts with a Specflue approved standard alternative. We'll provide replacements with similar functionality but not necessarily an identical make and model or type of fitting.

Scheduled Duration

The time which is allocated to a particular service or replacement at the time of booking.

Our service

We provide three different types of servicing.

- Assisted Commissioning Visits
- Annual Services
- Repairs

The service we agree to provide is set out below, and will be undertaken with reasonable skill and care. You should also refer to the general conditions and general exclusions.

1. Assisted Commissioning Visits

We perform Assisted Commissioning Visits (with the installation engineer) to check that our Appliances are correctly installed and safe to operate. These visits are made by our Engineer with your consent normally at the request of your Installer, and our costs are covered by your Installer.

What we will do if we find a fault at your Assisted Commissioning Visit

If we find a fault or any other problem we will notify you and your Installer immediately.

If the fault or problem is of a material nature that affects the safety of your appliance our engineer will immediately advise you and recommend that the Appliance is not used until an appropriate repair has been undertaken, normally by your Installer.

Failure to undertake a repair notified to you during an Assisted Commissioning Visit may invalidate your product warranty.

2. Annual Service

Annual servicing is a requirement of our product warranty. You may contact us directly if you would like one of our engineers to perform your annual service. There is a fixed fee for annual servicing payable in accordance with the general terms.

During an annual service we will clean and inspect your Appliance and ensure it is safe and operating efficiently and will issue you with an inspection schedule detailing the checks/maintenance performed.

What we will do if we find a fault at your Annual Service.

If we find a fault at an Annual Service we will notify you immediately.

If the cost of the required work is not included in the price of the Annual Service then we will give you a quotation to rectify the fault. You have no obligation to accept the quotation but if you choose to do so you must pay for the work by credit or debit card prior to the work being carried out by our Engineer.

If you decide not to instruct us to rectify the fault we will keep a record of the fault for future reference.

3. Repair Service

Where a fault or problem arises with your Appliance you may contact us to arrange for a repair visit.

Our engineer will attend at the Property on the agreed date and inspect your Appliance and diagnose any fault.

Our engineers carry a range of spare parts with them on each visit. If our engineer is able to repair the fault immediately following diagnosis, he/she will explain the repair necessary and the cost and will perform the repair at your request in accordance with the general terms and conditions. You have no obligation to accept the quotation but if you choose to do so you must pay for the work by credit or debit card prior to the work being carried out by our Engineer.

If our engineer does not carry all parts necessary to repair the fault at the time of diagnosis, we will arrange a mutually convenient date for an engineer to return to perform the repair.

Our engineer will use all reasonable efforts to repair a diagnosed fault. However, we cannot guarantee to be able to repair every fault diagnosed. In such circumstances, we will charge you an inspection fee in accordance with our general terms.

If your Appliance is deemed beyond economic repair, we may, and entirely at our discretion, offer to supply you with a quotation for a discounted replacement or equivalent replacement Appliance or give details of a local competent engineer to carry out necessary works.

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.

If you are unable to allow our engineer to access the Property on the agreed date, you should contact us as soon as is reasonably practicable (and in any such event before 12 noon on the day preceding such date) to arrange an alternative date for provision of the Repair Service. If you inform us after this time we reserve the right to charge a cancellation charge in accordance with our general terms.

Once inside the Property, if your Appliance has been installed in an area where it is inaccessible and our engineer cannot gain clear and safe access to it and we are therefore unable to repair the Appliance, we reserve the right to charge an inspection fee in accordance with our general terms.

Our engineers drive transit-style vans and need access to their van during the Repair Service to fetch tools and equipment. Engineers must therefore be able to park within a practical distance from the Property - it is the customer's responsibility to ensure that parking is available.

General Conditions

Your agreement

English law

These general conditions apply to the services we provide and are governed by the laws of England and Wales.

English language

Everything we write to you – including terms and conditions – will be in English.

Prices and Payment

The prices for services are as per the Specflue rate card, as amended from time to time and available on the Specflue Website (www.specflue.com). Prices are inclusive of VAT but do not include the cost of replacement parts (if needed). You will be advised of the price of services and any Repairs at the time of booking.

Payment may be made either by credit card or debit card at the time of booking, or by credit card or debit card prior to the work being carried out while at the property completion of the service.

Supplemental Costs

If your Appliance requires work which will take longer than the Scheduled Duration for either an Annual Service or Repair Visit, additional costs may be charged as per our rate card. Any additional time spent servicing your boiler will be charged at an hourly rate. Your agreement will be required before any additional costs are incurred by you.

Warranty

If your boiler 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.

Visiting you

Our engineers

Normally we'll send a Specflue engineer to carry out the work. In some cases, we may send a suitably qualified contractor instead.

Reasonable timescales

We'll carry out any repairs or visits within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit.

Getting into your home

Our engineers will only work in your home if the owner, end user, or their appointed representative, (someone 18 years old or older) is there at all times during the visit. It's your responsibility to give us access to your home. If we can't get access we won't be able to complete the work and it's then up to you to arrange another appointment for which there will be an additional charge.

Working in dangerous or unsafe conditions

We won't start or continue doing any work in your home if we believe there's a health and safety risk, for example, hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. And we won't return to finish the work until that risk is gone. If any asbestos needs to be removed before we can repair your Appliance, you'll need to arrange and pay for someone else to remove it and give you a clean air certificate which you'll need to show us.

Spare parts

Our engineer may, while carrying out Servicing, identify parts in your Appliance requiring replacement.

The engineer will advise you of the cost of replacing these parts and, subject to your consent, will supply and fit suitable replacement parts.

If during the service the engineer is required to leave your Property to obtain any replacement parts, we may require payment for the Service before the Engineer leaves your Property.

Payment for replacement parts will be required at the time of installation of the replacement parts. Ownership of any replacement parts will only pass to you on payment.

We'll provide replacements with similar functionality but not necessarily an identical model or type of fitting.

Any parts which are removed by our engineer will, unless you specify otherwise, be taken away for correct disposal by the engineer.

Guarantee

We guarantee to repair or replace any faulty parts we've supplied, or fix any faulty work that we've done for twelve months from the date that we did the work. This doesn't affect your statutory rights under the Consumer Rights Act 2015 and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards.

General Exclusions

Domestic use

We will only provide services at your home/dwelling if it is used for normal day to day living purposes, including use for home office or activities of a domestic nature, including renting, and not where the main purpose of the property is for commercial purposes.

Damage linked to the supply of your gas, water or electricity

We won't repair any damage that's caused by changes in, or problems with, the supply of your gas, water or electricity.

External water supply stopcock

If we can't turn off the external water supply stopcock to your home to complete your repair it's up to you to get your water supplier to turn it off. If we are not able to complete the work, you will need to arrange another appointment for which there will be an additional charge.

Any other loss or damage

Unless we cause it, we will not be responsible for any loss or damage to property as a result of your boiler, appliance or system breaking or failing, including any cleaning needed or damage to fixtures or furniture unless we are negligent. The general limitations of liability shown below apply. For example, damage caused by water leaks.

Energy/central heating management systems

We won't repair or replace central heating management systems or components.

Limitation of Liability

Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence.

We are responsible for any direct loss that is a foreseeable consequence of our breaching these

terms, our negligence or our breach of statutory duty. In the event that a service is not undertaken with reasonable skill and care our liability is limited to the amount paid to us by you.

We are not liable for any other loss, including:

- Any indirect or consequential loss or damage of any nature
- Losses caused by an event or circumstances beyond our reasonable control;
- Any business or economic losses including loss of profit.

We are not liable for the cost of any reinstatement or redecoration required as a result of work we undertake unless the reinstatement or redecoration is required because we have been negligent, or are in breach of these terms or our statutory duty.

Complaints

To make a complaint:

Call us on: 0800 90 20 220

Email us at: advancedtech@specflue.com

Or write to us at: Specflue Ltd, 8 Curzon Road, Chilton Industrial Estate, Sudbury, Suffolk, CO10 2XW

We take any complaint seriously and we'll do our best to resolve the issue right away. If we need more time to investigate, we'll let you know and keep you updated.

If you have a complaint about how our engineers have carried out work, you must contact us and tell us within 28 days of the engineer visiting your home.

Your personal information

What we'll do with your personal information

Over time, we'll collect various kind of personal information about you. We will comply with our obligations under any applicable data protection legislation and will not hold such information longer than is necessary and/or as is required by law.

If you want to see what information we hold about you

You've the right to have a copy of the information we hold about you, for a small charge, and to ask for us to correct any mistakes. Email: marketing@specflue.com or write to: Specflue Ltd, 8 Curzon Road, Chilton Industrial Estate, Sudbury, Suffolk, CO10 2XW. There is a nominal administration fee for this.

How we may use your information

To get in touch with you

By email, phone, text message, home visits or other means.

To do what you've asked us to do

Bringing you the products and services you've asked for.

To tell you about other products and services

Bringing you products and services from us or our partners that we think you'll be interested in – unless you ask us not to contact you with offers, which you can do at any time by contacting us and giving us your account details.

To ask your opinion

Getting your feedback our products and services.

To improve how we work or what we offer

Changing our products and services for the better – including training and staff.

To understand our customers better

Looking at statistics and trends, building customer profiles, testing computer systems and coming up with new sales and marketing opportunities.

To take legal action – or respond to it

Making our case or defending ourselves.

To comply with the authorities

Sharing what we know with the Government, regulators, police or lawyers, if they ask for it and have the right to know it.