

HEATBASE Ltd FACTSHEET 26

The Consumer Contracts (Information, Cancellation & Additional charges) Regulations 2013 And Acceptance of our Terms and Conditions

Version 1 April 2015

“The Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013” has superseded “The Cancellation of Contracts made in a Consumers Home or Place of Work Regulations 2008” as well as “The Consumer Protection (Distance Selling) Regulations 2000” and work agreed to by electronic communication. It is a set of rules and regulations that must be followed to protect the Consumer from Rogue Traders.

There are several changes which simplify some aspects but then complicate others.

1. The right to cancel no longer applies to service and maintenance calls.
2. The right to cancel no longer applies where the consumer has specifically requested a visit for the purpose of carrying out urgent repairs or maintenance.
3. A 14 day cooling off period is required if entering into a Service Contract.
4. We must provide information relating to costs if the price of a Service is more than £170.00 including VAT.

We are also advised that we should have our Terms and Conditions agreed to prior to any work starting.

To try and simplify matters and reduce the ever increasing amount of paper work, we have decided to try to incorporate all situations on one form that *should* only need signed once! To do this we get the Customer to enter a “Bronze” Service contract which will continue until they either decide not to have their appliance serviced at regular intervals, or they join one of our other Service contract schemes or our Terms and Conditions change. A discount will be given to new customers joining and existing customers who are already classed as “Bronze” members will continue to receive their usual discounts. There are no penalties for ending the contract other than you would need to sign another form if you need us to come back; and you may not receive the full discount next time.

This form will also incorporate the Acceptance of our Terms and Conditions because we cannot carryout work for anyone that does not agree to them. They will also have the option to “opt out” of entering a Bronze Service Contract; which is fine but they will not receive any discounts and they will need to sign a new form each time we visit.

During a “Service” we will recommend the replacement of certain “Service changeable” or “consumable” items; these parts may include a burner nozzle(s), flexible oil line(s) and fuel filter(s) (wicks for vaporising appliances are supplied free of charge). It is the customers choice whether any of these items will be fitted unless we deem their replacement as urgent. *(It would be extremely rare if the above would be more than £170.00 including VAT)*

Any items recommended for replacement other than those listed above are not deemed as “Service changeable” or “consumable” items but may be recommended for replacement due to failure, visible damage or the possibility of failure or further damage being caused. Prices for any parts recommended can be obtained from the attending Technician unless the part is a non-stocked or special order item whereby a separate price will be given after checking with our suppliers. The cost of these parts will be subject to a 10% discount prior to the addition of VAT for customers on our Service Contract Schemes.

The complete agreement form (which includes our Terms and Conditions) and a separate Cancellation Notice can be viewed or downloaded from our website www.heatbaseoilservices.co.uk

It is an offense if we do not notify you of your rights regarding this situation and issue you with the relevant documentation.