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# HEATBASE Ltd

OIL FIRED TECHNICAL SERVICES

38 CASTLE VIEW, AMBLE, MORPETH, NORTHUMBERLAND, NE65 0PG.

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V.A.T. Registration Number 859 5162 87 Company Registration Number 8444034 (England)

Directors: Mr J Williamson & Mrs D Williamson

www.heatbaseoilservices.co.uk



Name of customer & site address (where work is to be carried out)  
CUSTOMER:

JOB ADDRESS:

Name & billing address of customer if different from site address, or the name & address of anyone signing on behalf of the owner.

INVOICE TO:

BILLING ADDRESS:

## The Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 & Acceptance of Terms & Conditions

**CONTRACT TYPE: SERVICE, CALLOUT, COMMISSION BURNER, INSPECTION.**

**SERVICE CONTRACT TYPE: BRONZE, SILVER, SILVER+, GOLD, GOLD+**

Regular existing customers are already enrolled under our Bronze or one of our higher level Service Contract Schemes and will automatically receive their usual 25% discount on Labour charges and 10% discount on parts (or what is applicable to their chosen contract) regardless of the date of this contract.

**If you are a new customer or you have not had your appliance serviced within the specified times and are therefore not deemed a regular customer and if you are in agreement, we will automatically enrol you as a member of our Bronze Service Contract Scheme and you will receive 10% discount on our Labour charges and 10% discount on parts on your first Invoice.** Once your initial job has been completed you will then be entitled to the full discount of 25% on Labour charges and 10% discount on parts for any subsequent work. If you do not want to join this scheme you must still agree to our Terms and Conditions or we cannot carryout work for you; but you will not receive any discounts.

Any discounts are given prior to the inclusion of VAT but are also dependent upon prompt payment. Our payment terms are: **payment in full 7 days after receipt of Invoice.** Failure to comply with our payment terms may lead to the loss of current and future discounts offered.

**To remain on our Bronze Service Contract Scheme, you are agreeing to have your appliance serviced at regular intervals as specified by the appliance manufacturer;** Pressure Jet appliances burning kerosene are recommended to be serviced at least annually and Pressure Jet appliances burning Gas Oil are recommended to be serviced at least every 6 months. Vaporising appliances such as AGA/Rayburn/ESSE/Nobel/Redfyr are recommended to be serviced at least once every 6 months. **Providing you continue to have your appliance serviced at the specified duration and no longer than 3 months from the date the service was due, you will continue as a Bronze Service Contract customer, unless you wish to upgrade to a higher level contract; failure to have your appliance serviced will result in the loss of Bronze Status and discounts.**

Wherever possible an appliance Service should be carried out between the 1<sup>st</sup> April and 30<sup>th</sup> September as these are the quieter months when maintenance should take place; which in turn allows us to respond to appliance breakdowns quicker during the colder winter months.

**IF YOU HAVE AGREED TO JOIN ONE OF OUR SERVICE CONTRACT SCHEMES, THE SERVICE CONTRACT WILL LAST FOR 12 MONTHS FROM THE DATE IT IS SIGNED (OR THE SERVICE CONTRACT START DATE IN THE CASE OF PREPAID CONTRACTS) AND WILL AUTOMATICALLY CONTINUE UNCHANGED FOR EVERY ADDITIONAL 12 MONTH PERIOD UNLESS:**

1. Our Terms and Conditions change; whereby we will issue you with a new contract, or
2. You upgrade or downgrade to one of our other Service Contracts i.e. Silver, Silver +, Gold, Gold +; whereby we will issue you with a new contract, or
3. You decide to cancel your contract, or
4. You do not continue with the regular Service Period as described above, whereby the contract will be automatically terminated without further notice.

Discounts offered do not apply to our pre-paid Silver, Silver +, Gold and Gold + Service contracts prices, but do apply to any additional labour or parts that you may be required to pay for under these Service Contracts.

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.**

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.

### **CANCELLATION RIGHTS**

The Consumer has the right to cancel the contract if he/she wishes and that right can be exercised by delivering or sending (including by electronic mail) a cancellation notice to HEATBASE Ltd at any time within the period of fourteen days starting with the day of receipt of a notice on a durable medium of the right to cancel the contract. Cancellation should be communicated in writing or by email to HEATBASE Ltd to the address or email above.

Cancellation is deemed to be served as soon as it is posted or sent to HEATBASE Ltd or in the case of an electronic communication from the day it is sent to us. The separate Cancellation Notice form issued to you can be used to exercise this right and can be issued in person or sent by post (in which case you should obtain Certificate of posting or Recorded Delivery slip. You are advised to take a copy of the cancellation notice before returning it to us.)

### **WORK BEGUN PRIOR TO THE EXPIRY OF THE CANCELLATION PERIOD**

You are asked to confirm in writing that work may commence before your cancellation period expires. If you have agreed in writing or by electronic mail that work will commence before the fourteen day cancellation period expires, and you subsequently cancel in accordance of your rights; you are advised that full payment will be due for any work carried out and any parts used.

### **AGREEMENT FOR WORK TO COMMENCE PRIOR TO THE EXPIRY OF THE CANCELLATION PERIOD**

If you (the customer) agree that work may start before the cancellation period expires, you should sign below to confirm this agreement and that you understand that if you decide to cancel within fourteen days, full payment will be due for any work carried out and any parts used prior to cancellation.

I agree that HEATBASE Ltd, may commence work at any time before my fourteen day cancellation period has expired. Any additional, future or return visits relating to this contract will be covered by this notice and therefore no subsequent cooling off period will be required.

I understand that if I decide to cancel this contract within fourteen days that I will be asked to pay for any work (which may include the cost of a service/callout and any additional time on site as well as any parts used) that has been carried out prior to any cancellation notice being issued.

I confirm that I am the property owner, or that I am responsible for the appliance(s) or that I have full authorisation to enter into this contract and accept or decline the fitting of any recommended items on behalf of the owner or person responsible for the appliance(s) and if that person fails to settle this account, that I may be personally invoiced for the work done and any parts used. Please also tick the relevant statement below:

- I confirm that I understand **that I have entered a Service Contract** with HEATBASE Ltd and that I have read and understand and agree to the Terms and Conditions above and that I have also read, understand and agree to the additional General Terms and Conditions of HEATBASE Ltd with which I have been supplied. **(OR):**
- I confirm that I have read, understand and agree to the Terms and Conditions above and that I have also read, understand and agree to the General Terms and Conditions of Heatbase Ltd with which I have been supplied; but **I do not want to be added to the Service Contract Scheme** and therefore will not receive any discount on my Invoice

Signed

Date

**General:** These terms and conditions do not affect your statutory rights.

The terms and conditions shall be construed in accordance with the laws of England and Wales and both parties agree to submit to the jurisdiction of the courts of England and Wales. If the work is to be carried out in Scotland, the contract shall be construed in accordance with the laws of Scotland and both parties agree to submit to the non-exclusive jurisdiction of the courts of Scotland.

**Data Protection:** Your details will not be passed onto any third parties without your permission, but will be retained by Heatbase Ltd in order to contact you regarding servicing and breakdowns and to provide a history of an appliance. Anonymous information relating to an appliance, system or oil storage installation may be used for training and research purposes.

**Owner or Householders responsibilities:** The householder is responsible for providing adequate parking facilities and providing a clean and unobstructed access to all appliances, oil tanks, flues, fuel supply lines and their components so as to allow safe access for service, repair, inspection and replacement of any items and for safe operation of the appliance. Any storage cupboards that require emptying or items that require dismantling and re-assembly are the responsibility of the householder and all necessary access should be prepared before we attend. The householder is also responsible to ensure system pressure where applicable is checked routinely and in the correct manner. It is the responsibility of the owner/householder to ensure their Installation is compliant and safe.

**Technicians visit and Job type:** Whenever possible the Technician should not be left alone in a property and a suitable adult that has authorisation to accept or decline the fitting of any recommended part should be present. If the property owner is not present or has left a third party to grant access, it is deemed that they have agreed in full to all terms and conditions and that the third party has full authorisation to allow or decline the fitting of any items. If the property owner or their proxy is not present, the Technician will replace anything they deem a risk or that may require urgent or immediate attention. For other non-urgent items, a return visit may be necessary after making contact with the owner and this visit will be chargeable. Contracting HEATBASE Ltd and any of its employees to undertake any commission, service, callout/repair or inspection is also deemed as having agreed in full to all terms and conditions. The Technician is entitled to work in a hygienic, safe environment that poses no potential threat to their health or safety and as such you are expected to ensure their working environment is prepared in this way. Appliances or components that require inspection within loft spaces can only be carried out if the loft space complies with current Health and Safety at work regulations i.e. they must have permanent fixed lighting, a fixed retractable loft ladder and a fixed floor area from the hatch to and around the appliance/component with sufficient area to work in a safe manner. Appliances in boiler houses or purposely designed external appliances must be sited on an adequately sized free draining surface to ensure both a safe and clean work space. External appliances cannot be worked on in wet weather due to the possibility of damage to appliance components, Technicians tools and equipment and the possibility of electric shock. Failure of compliance may lead to a refusal to work and an aborted visit.

**1. Appliance Commission:** If we attend to "Commission" an appliance, the work we will carry out is only the commissioning of the burner to ensure it is working in a safe and efficient manner. Works notification and declaration of compliance to regulations and correct installation, commissioning and operation of the Oil storage tank and fuel supply line, safety controls, appliance, flues, combustion and ventilation air supply, system and controls are the responsibility of the Installer.

**2. Appliance Service:** An appliance service consists of cleaning any necessary combustion area, flue ways and burner within the appliance, recommendation and possible replacement of any items that may be deemed necessary or recommended to be replaced on a service by either the manufacturer or British Standard 5410. It includes an inspection of the condition of the oil storage tank (where possible or practical), checking the fuel filter and dipping the Oil tank to test for the presence of water (where possible or practical). It does not include bleeding radiators, replacement of fibre washers (if they are not leaking), cleaning or checking of water softeners, magnetic sludge collectors, external condensate pumps or neutralising methods for condensate or the removal of water/contaminates from oil tanks, nor the sweeping of chimneys or the testing or application of system cleansing chemicals or corrosion inhibitors or the service/checking of un-vented hot water storage tanks.

**3. Callout/Repair:** Any additional visits for breakdown or failure of equipment of regular customers will be treated as urgent, and we will endeavour to attend (and if possible repair) any calls within a 24 hour period or as soon as reasonably practical within our normal working hours; after receiving notification of failure.

**After any visit:** It is always possible for a problem to occur or an oil/water leak to develop after a visit due to removal or movement of components; this is not necessarily the fault of the attending Technician. Any problems or smells should be reported at the earliest opportunity and within 2 weeks of any visit. Reports after this time may not be accepted as genuine and therefore additional charges may be incurred. Any item replaced on a return visit will be charged for unless still under manufacturer's warranty and permission has been obtained from them. If a customer insists on a return visit despite assurances given that there are no problems and no problems are subsequently found, or that the problem is not connected to any work that we have done; an additional callout charge will be incurred.

We would recommend you check for any smell or signs of leakage of Oil or water after a Service or Callout at your Oil tank or boiler/cooker; especially if they are situated in an area that is not visited on a regular basis. If your problem was pressure related please make sure you check your pressure on a regular basis to ensure the problem is rectified; so as not to cause further damage to components. If any smell gets worse or has not disappeared or lessened within 24 hours you must inform us immediately. Someone should be present for at least 24hrs after the Service/breakdown or return visit of any appliance to ensure correct operation, temperature and to ensure that there are no Oil or water leaks.

**Service Contracts:** Service Contracts are available but cover may be subject to change upon renewal. Notification of cover will be supplied with the renewal quotation and details are also available on our website that will explain what is covered and what is not. Current prices are also available on our website [www.heatbaseoilservices.co.uk](http://www.heatbaseoilservices.co.uk)

**Changes in legislation or standards.** With the use of Biofuels on the horizon, Oil pumps, flexi oil lines and other such items may not be compatible and will therefore need replaced. Our contracts cover only the failure of parts and will not cover the need to replace such items due to a change in fuel quality etc., Customers that do not replace necessary parts, or do not have necessary remedial work carried out will lose their cover on any oil line component that fails because of this, as well as the damage it causes to any other item. HEATBASE Ltd is not responsible or liable to provide labour or items required free of charge as a result to changes in legislation or standards.

**Charges and payment terms:** Although we try to set service and callout prices for a 12 month period from 1st October each year; we reserve the right to alter prices without prior notification. Customer should always enquire as to the cost of a Service or Callout before booking in work. The time allowed for any visit is from the arrival at a property until the departure of the property. Current prices are available on our website [www.heatbaseoilservices.co.uk](http://www.heatbaseoilservices.co.uk)

**1. Service:** The average time allowed for a service is 1hr but the cost of a service is variable and will differ depending on the appliance type, the service duration allowed and the geographical area. It does not include the supply of any parts; these will be charged in addition to the cost of the service. The standard service cost will already have taken into account the appliance type, normal service duration and geographical area.

**2. Callout/Repair:** The price of a callout will differ depending upon your geographical area, but includes up to 1 hour on site. Any parts used will be charged in addition to the Callout.

**3. Additional time and return visits:** If due to reasons beyond our control the time on site exceeds the normal time allowed, or if we have to make a return visit to fit a part or carry out additional work; then the additional time taken will be chargeable at our current rates for every complete or partial 30 minutes on site after the original time allowed expires.

**4. Aborted visits and Contracts cancelled whilst in or after attendance:** Aborted visits without notification may be charged for and the cost may differ depending on the distance travelled to the aborted call and whether the journey was made especially to that area. If an aborted call is charged it will be no less than 25% of the intended visit but may be the full cost depending on the circumstances unique to the visit or location. If a customer chooses to exercise their right to cancel a contract within 14 days while we are already in or after attendance, then the Service or Callout fee which includes up to 1 hour on site and any additional time spent on site will still apply. Any parts fitted will also be chargeable at our current rates.

**5. Incomplete Jobs:** If we cannot rectify a problem or complete a service or callout due to lack of access, fuel, parts, or the appliance being beyond economic repair or the refusal of fitting recommended parts, or additional works being required by another company, or for any other reason beyond our control; then the visit and any parts used will still be chargeable. If any additional parts required are not readily available or if for whatever reason they cannot be fitted quickly; then an invoice will be issued for any works done or parts purchased or used up to date.

**6. Unauthorised work:** If someone contacts us to carry out a service or repair and does not inform us prior to the visit that the appliance is still under a manufacturer's or other external warranty prior to our visit, or has not obtained authorisation for this work to be carried out by ourselves from the manufacturer, insurance company or their landlord or any other third party; then this person will be liable to pay the Invoice in full. If we attend a callout on behalf of a manufacturer and the product is found not to be the problem, then the home owner may be invoiced for the visit and any parts used either by HEATBASE Ltd or the manufacturer depending on the manufacturer's policy relating to non-product faults.

**7. Discounts:** Discounts are given at the discretion of HEATBASE Ltd and unless during an "offer" period, are only given to regular Customers i.e. Customers having their appliances serviced at the recommended interval specified by the manufacturer or in certain circumstances by us; with the work carried out by ourselves. Failing to have your appliance serviced at specified intervals i.e. within 3 months of due date of service will lead to the termination of their Service Contract and therefore invalidate any discounts previously offered. The discounted price offered is also dependent upon prompt payment. Regular customers also receive priority for callouts. Failure to settle accounts promptly and within our payment terms may result in the loss of current and future discounts.

**8. Payment terms:** All parts remain the property of HEATBASE Ltd until the account is settled in full. Payment terms are strictly payment in full 7 days after receipt of invoice. Accounts remaining unpaid 60 days after the Invoice date will lose the entitlement of prompt payment discounts offered and this amount will be added to the balance outstanding to cover costs of administration, stationary, postage and interest. Any invoice outstanding more than 90 days after the invoice date (or in certain cases earlier where a customer has refused to pay an invoice) will be referred to our debt recovery agents Daniels Silverman Limited and will be subject to an additional surcharge of 20% plus VAT to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforced. You must notify us immediately if there are any queries or disputes over this account. We will not accept or reimburse the costs of any third party who undertakes any work carried out on an appliance or fits any parts unless we have approved such work in advance of it being carried out.

**Guarantee and warranty:** All parts fitted come with a 12 month warranty for genuine failure of the part; with the exception of Nozzles (which will be covered for a 3 month period due to sensitivity issues relating to fuel and atmospheric conditions). The warranty does not cover labour or callout charges and any part fitted under warranty will only carry the remainder of the warranty from the date of fitting the original part. We will not be liable in any way for parts failing outside of these warranty periods. Neglect by the householder or by any third parties e.g. failure to routinely check system pressure, running out of fuel, failure to carry out any remedial work recommended or failure to replace recommended items that then leads to the damage of any component including those still under warranty; will render the warranty void. Some problems can occur after fuel deliveries such as blocked oil filters, leaking oil lines, taps and fuel pumps, premature carbon problems with AGA type cookers and boilers smoking due to the wide specification of fuel quality, problems such as these are beyond our control and we reserve the right to charge additional callouts/service costs if we have to re-attend due to problems after fuel deliveries. If during a visit we have to test a safety control, and during the process of this test the item fails or fails because of the test, HEATBASE Ltd and their staff will not be liable for any damage or failure of the part; it will be replaced and the customer will be invoiced accordingly. We accept no responsibility or liability to replace or supply free of charge, any worn, damaged or seized items etc., that may fail or become damaged or cause damage due to age, wear and tear, customer neglect or means beyond our control; or any subsequent damage or loss, loss of business, profits, charges, expenses or other problems incurred because of these parts.

Any problems or smells should be reported at the earliest opportunity and within 2 weeks of any visit. Reports after this time may not be accepted as genuine and therefore additional charges may be incurred.

**Recommended part replacement and remedial work required:** The customer will be informed of any parts recommended or that may need to be replaced or any remedial work that needs to be carried out. A fact sheet may also be issued explaining why this work needs done and what the consequences could be if the work is not carried out.

Customers are within their rights to refuse the fitting of any recommended parts or to have any remedial work carried out and we respect their right to do so, but if a customer refuses to replace any recommended items or carry out any remedial work that has been recommended, then any subsequent problems because of this are not the fault of HEATBASE Ltd or any member of their staff and they will not be liable in any manner. It is the responsibility of the owner/householder to ensure their Installation is compliant and safe.

**Customer Services:** We aim to provide the best Customer Service through all aspects of our business. If you feel we have not met these standards please be sure to inform us, as without feedback we cannot rectify any potential issues regarding the services we provide.

**Non agreement to Terms and Conditions:** If a customer does not agree to these terms they must notify us in writing explaining why, but this will nullify any warranty we may give.