



Hometree

BOILER SERVICE - TERMS & CONDITIONS



Welcome to the Hometree Family

Thank you for choosing Hometree to be your boiler service provider.

We believe that customers should get better, more affordable home service and cover plans with no unfair price hikes and the best customer service possible.

As part of this, we have designed our terms and conditions to be as easy to read and as transparent as possible. This is the legal part of your agreement with us, but we have tried to remove any confusing jargon and language from it so that it is easy to understand.

We want you to know exactly what you are paying for so please do spend a bit of time reading this as it will help you understand exactly what is included in the service agreement.

We have created our products by listening to customers and understanding their needs. This is an ongoing process and therefore we value hearing from as many of you as possible so we can shape our future products. If there is anything you don't understand or have any other thoughts, please do reach out as we love hearing from our customers!

All insurance documents and all communication with you about this policy will be in English.





INTRODUCTION

The service provided is NOT an insurance contract or a maintenance contract but an agreement between you and Hometree Services Limited (“Hometree”) for the provision of a boiler service. This is an agreement providing a one-off gas boiler service and operational safety inspection in accordance with the terms below.

If you pay by direct debit or continuing credit card authority, thirty days before the anniversary date of when you first took out your Boiler Service plan we will email you with details of your agreement renewal including the price of your service visit for the next year.

Providing you have paid the price of your service visit; Hometree will arrange for a Registered Gas Engineer to complete a service and operational safety inspection subject to and in accordance with the terms of this agreement within 12 months of taking out a Boiler Service Plan with us and in each subsequent 12-month period providing you have paid the renewal price of your service visit.

WHAT IS A BOILER SERVICE?

Your annual service may include testing the gas your boiler produces. If it is necessary to take your boiler apart to adjust or clean it, we will do so. When we complete the annual service, our engineer will give you, or we will send you, a checklist that shows you exactly what we looked at as part of the annual service. If we find a problem or fault that needs to be fixed, we tell you about it.

If you are a landlord, a Gas Safety Certificate for your gas meter, gas pipework, gas boiler and gas appliances will be provided. We can email the Gas Safety Certificate to you and your tenant too if you prefer. Please note that these terms and conditions apply accordingly in relation to any such appliance/Gas Safety Certificate provision.

HOW TO ARRANGE THE SERVICE

We will try to contact you or your authorised contact to book your annual service. We try to do these in summer months so that we can prioritise breakdowns in the winter. If you need your service outside of these months you can contact us, and we will try our best to fit you in.

We will make three attempts to contact you about your annual service. After the third failed attempt to contact you or your authorised contact, it is up to you to rearrange your annual service and you will not be refunded for the cost if you miss the annual service.

We will try to complete your annual service on the anniversary of your last service. However sometimes your annual service may be more than 12 months after your last service visit. In periods of local or national high demand for our services (usually due to cold weather), Hometree will prioritise breakdowns and therefore Hometree may need to rearrange these.



MISSED/REARRANGING APPOINTMENTS

You are required to notify us of any issues which will prevent the boiler service from being carried out as soon as possible and not less than 48 hours before your appointment so it can be rescheduled.

Should you need to amend a booking you must notify us 48hrs before the agreed time.

Should the engineer not be able to inspect the boiler during the agreed time because there is no one available at the property or if upon attendance, the boiler is inaccessible, inoperable or displaying a fault or if any of the General Exclusions apply, we would not be able to provide or complete your boiler service, but you will still be charged. Should you wish a subsequent visit to service the boiler, this will be charged at the normal rate and providing we have received payment in advance.

CANCELLATION TERMS

Should you cancel your purchase at any time, we will provide you with a full refund unless you have already booked or received an appointment

GENERAL EXCLUSIONS

We cannot carry out a boiler service on:

- Boilers which are inoperable or deemed faulty when the engineer attends;
- Equipment that has not been installed or maintained in line with manufacturer's recommendations or according to British Standards;
- Equipment which is subject to manufacturer's recall;
- Systems which are not accessible;
- Additional boilers unless these are specifically included within our agreement.

HOW TO COMPLAIN

We hope to have provided you with an exceptional service. However, should anything be to your dissatisfaction, please do let us know by contacting us on:

Hometree Services Limited, Hamilton House, 4 Mabledon Place, King's Cross, London, WC1H 9BB.

Telephone: **0330 912 4843**

Email: **support@hometree.co.uk**



DATA PROTECTION

Hometree Services Limited will need to use your personal information to provide you the services in this agreement.

Your personal information will be used for the following purposes:

1. To arrange your boiler service including providing your details to engineers and/or other relevant third parties;
2. To communicate with you in connection with this service;
3. For internal analysis and research;
4. To comply with legal and regulatory requirements;
5. To help prevent, detect or deal with crime or fraud.

For more information about how we use your personal information please see our privacy policy: <https://hometree.co.uk/privacy-policy.html>

ALTERATION AND ASSIGNMENT

You are not permitted to assign this agreement or the benefit under this agreement to another person(s) or change in any way the rights under this agreement without our express written consent.

EXCLUSION OF THIRD PARTY RIGHTS

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement

SEVERANCE

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified by agreement to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this clause shall not affect the validity and enforceability of the remainder of this agreement which shall continue to apply.

GOVERNING LAW

This agreement, and any dispute concerning its interpretation, is governed by the laws of England and Wales and the jurisdiction of the English Courts will apply. We will communicate in English.