

## HELP-LINK UK LIMITED

### TERMS AND CONDITIONS FOR CARE PLANS FOR BOILERS AND HEATING SYSTEMS (these "Terms")

#### 1. DEFINITIONS USED IN THESE TERMS

In these Terms:

**"Annual Check"** means the annual safety and maintenance inspection of your System that we will carry out once in each Service Year. It will include an inspection of your System to confirm that it is operating safely and remains Help-Link Quality.

**"Beyond Economic Repair"** means that either:

- a) the cost of carrying out any necessary repairs to your Boiler is likely to exceed the cost of supplying and installing a new Boiler; and/or
- b) due to the age or condition of your Boiler, it is likely there will be further problems arising with it in the future, and the cost of repairing those issues is likely to be more than the cost of simply supplying and installing a new Boiler.

**"Boiler"** means your boiler and any ventilation and controls.

**"Business Day"** means any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day when the clearing banks in the City of London are not physically open for business.

**"Business Hours"** means 8am to 5pm on Business Days.

**"Care Plan"** means the care plan for your System which you have signed up to with us, which will be set out in your Order.

**"Check"** means the First Check or an Annual Check.

**"Clause"** means a clause of these Terms.

**"Contract"** means the contract that we enter into with you in respect of a Care Plan, following our acceptance of your Order.

**"Cooling-Off Period"** means the period lasting 14 days after the day on which we accept your Order, during which you can cancel your Care Plan without charge, as is detailed in Clause 8.

**"First Check"** means the first inspection of your System that we carry out after you have signed up to a Care Plan, to confirm that the System is Help-Link Quality. The First Check is counted as your first Annual Check unless we confirm that the System is not Help-Link Quality, in accordance with Clause 15.2.

**"Help-Link Quality"** means that a System is fit for purpose, safely installed, functioning correctly, and suitable for the Care Plan which you have selected.

**"Order"** means your order to subscribe for a Care Plan that you submit to us through the Website, on the telephone or by post.

**"Powerflush"** is a special process that we can undertake to remove sludge and other waste from your System.

**"Price"** means the price of your Care Plan calculated either monthly or annually depending on the payment terms you prefer, as set out in Clause 4.4.

**"Repairs"** means a fix that your System needs if it breaks down or there is another fault.

**"Services"** means the services that we provide to you under your chosen Care Plan.

“**Service Year**” means a period of twelve consecutive months beginning on the start date of your Care Plan, and each subsequent period of twelve consecutive months beginning on each anniversary of that start date.

“**System**” means your Boiler and any other parts of your central heating and hot water system which may be included within the scope of the Care Plan which you have selected in your Order.

“**Website**” means our website at [www.help-link.co.uk](http://www.help-link.co.uk).

## ABOUT US AND HOW TO GET A CARE PLAN

### 2. ABOUT US AND THESE TERMS

2.1 **Who we are.** We are Help-Link UK Limited, a company registered in England and Wales. Our company registration number is 03527087 and our registered office is at Help-Link UK Limited, 3310 Century Way, Thorpe Park, Leeds, LS15 8ZB. Our registered VAT number is 163 3316 29.

2.2 **What these Terms cover.** These Terms cover:

2.2.1 you signing up to a Care Plan; and

2.2.2 us supplying Services to you.

2.3 **You should read these Terms.** Please read these Terms carefully before you submit your Order to us. These Terms tell you who we are, how you can sign up to a Care Plan, how we will provide the Services to you, how you and we may change or end the Contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these Terms, please get in touch with us.

2.4 **How to contact us.** You can contact us in the following ways:

2.4.1 in writing to: Care Plan Team, Help-Link UK Limited, 3310 Century Way, Thorpe Park, Colton, Leeds, LS15 8ZB;

2.4.2 by email to: [careplan@help-link.co.uk](mailto:careplan@help-link.co.uk);

2.4.3 by telephone on: 0800 090 3400; or

2.4.4 by following the instructions on the Website.

2.5 **How we may contact you.** If we have to contact you, we will contact you by telephone, or by writing to you at the email address or postal address you provided to us in your Order.

2.6 “**Writing**” includes emails. In these Terms, when we use the words “**writing**” or “**written**”, it includes emails.

### 3. OUR CONTRACT WITH YOU

3.1 **Submitting your Order.** You can submit your Order to us:

3.1.1 through the Website, by following the instructions for placing an Order for a Contract;

3.1.2 by downloading the template Order from the Website, filling in the details and posting it back to us; or

3.1.3 by requesting, through the Website or by our telephone helpline on 0800 090 3400 that we send you a template Order for you to fill in the details and post it back to us.

3.1.4 by telephone on 0800 090 3400.

3.2 **How we will accept your Order.** We will have accepted your Order when we tell you that we are able to provide you with the Services under that Care Plan, which we will confirm in writing to you, at which point the Contract will come into existence between you and us.

3.3 **If we cannot accept your Order.** If we cannot accept your Order, we will contact you to tell you, and we will not charge you. If you have already paid us any amount for the Services, we will refund it to you.

- 3.4 **When the Care Plan starts.** If we accept your Order, then your Care Plan, and the first Service Year, will start 14 days after the day on which we contact you to tell you we have accepted your Order. If you have any problems with your System during that 14-day period, they will not be covered under your Care Plan, unless Clause 8.3 applies and you opt out of the Cooling-Off Period. You can ask us for a quote for us to perform Repairs, or you can pay another engineer to perform Repairs.
- 3.5 **UK availability only.** We only provide the Services within the UK. We cannot accept Orders for Systems based outside the UK.

## HOW DO YOU PAY FOR A CARE PLAN

### 4. PRICE AND PAYMENT

- 4.1 **Where to find the Price for the Care Plan.** The Price (which includes VAT) will be the price indicated on the Order pages when you placed your Order. We take all reasonable care to ensure that the Price advised to you is correct. However please see Clause 4.3 for what happens if we discover an error in the price of the Care Plan you Order.
- 4.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes during the Contract, we will adjust the rate of VAT for any amounts that you have not yet paid us for the Contract. If you have already paid in advance for any of the Care Plan before the change in the rate of VAT takes effect, any change in the rate of VAT will not apply to the amounts you have already paid and for the period of the Care Plan that you have already paid for.
- 4.3 **What happens if we got the Price wrong.** It is always possible that the Care Plan may be incorrectly priced. We will normally check prices before accepting your Order so that, where the Care Plan's correct price at your Order date is less than our stated price at your Order date, we will charge the lower amount. If the Care Plan's correct price at your Order date is higher than the price stated to you, we will contact you for your instructions before we accept your Order.
- 4.4 **When you must pay and how you must pay.** We accept payment for a Care Plan for a full Service Year up-front, or by monthly or annual direct debit. To submit an Order to us, you must also provide us with up-front payment details, or fill in and send to us a completed direct debit mandate. If you pay annually, we will contact you annually before the start of the next Service Year for payment, and if you do not pay within 14 days of the anniversary we reserve the right to cancel the Contract.
- 4.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Lloyds Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 4.6 **Changes to the Price.** We may vary the Price at any time by giving you 30 days' notice. If you do not wish to accept the new Price, you can cancel your Care Plan without penalty at the end of the 30-day notice period, before the Price increases, and we will refund any sums you have paid in advance for the Care Plan in respect of the period after you end the Contract..
- 4.7 **Changing the way you pay.** If you want to change your payment method (for example, you ask to move from paying in instalments by monthly direct debit to a one-off payment for the remainder of that Service Year) then there may be a change to the Price, which we will notify you of in advance before you confirm whether you wish to change your payment method.

## MAKING CHANGES TO A CARE PLAN

### 5. YOUR RIGHTS TO MAKE CHANGES

- 5.1 **Making changes.** If you want to make a change to the Care Plan you have ordered, please contact us and we will let you know if the change is possible. If it is possible, we will let you know about any changes to the Price, the timing of the First Check or anything else which would be necessary as a result of your requested change, and ask you to confirm whether you want to go ahead with the change. If we cannot make the change, or the consequences of making the change are unacceptable to you, you may want to end the Contract (see Clause 7: **Your rights to end the Contract**).
- 5.2 **Changes to the System.** If you change any part of the System, you must tell us, and provide any information we ask for, so that we can check that your Care Plan still covers the System once the changes have been made. If your Care Plan will not cover the changes, we may need to change your Care Plan, or cancel the Contract under Clause 13.
- 5.3 **Moving home.** If you move home, we will need to change your Care Plan to cover your new System, or you can cancel the Contract, subject to Clause 11.

### 6. OUR RIGHTS TO MAKE CHANGES

- 6.1 **Minor changes to the Contract.** We may change the Contract:
- 6.1.1 to reflect changes in relevant laws and regulatory requirements; and/or
  - 6.1.2 to implement minor technical adjustments and improvements, for example to address a safety threat.
- 6.2 **More significant changes to the Contract and these Terms.** In addition, as we informed you in the description of the Contract on the Website, we may make the following changes to these Terms or the Contract, but, if we do so, we will notify you and you may then contact us to end the Contract before the changes take effect and receive a refund for the Contract in accordance with Clause 10.1.1:
- 6.2.1 changes to Prices
  - 6.2.2 changes to the names of the products and services we provide; and
  - 6.2.3 changes to what is covered by your chosen Care Plan

## ENDING A CARE PLAN

### 7. YOUR RIGHTS TO END THE CONTRACT

**You can always end the Contract.** Your rights when you end the Contract will depend on how we are performing and when you decide to end the Contract:

- 7.1.1 **If you have just changed your mind about the Care Plan,** see Clause 8. You may be able to get a refund if you are within the Cooling-Off Period, but this may be subject to deductions.
- 7.1.2 **If we are performing the Contract badly or we misdescribed the Care Plan before you placed your Order for it,** you may have a legal right to end the Contract (or to get any relevant Services re-performed or to get some or all of your money back), see Clause 9.
- 7.1.3 **If you want to end the Contract because of something we have done or have told you we are going to do,** see Clause 10.
- 7.1.4 **In all other cases (if we are not at fault and there is no right to change your mind),** see Clause 11.

## 8. IF YOU HAVE CHANGED YOUR MIND ABOUT THE CARE PLAN

8.1 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** You have a legal right to change your mind and cancel the Contract within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in this Clause 8.

8.2 **How long do I have to change my mind?** In ordering a Care Plan with us, you are buying services, so you can change your mind and cancel the Contract within 14 days after the day we contact you to confirm we accept your Order. See Clause 12 for details on how you can cancel the Contract.

8.3 **Opting-out of the Cooling-Off Period.** As you have the right to cancel the Contract within the Cooling-Off Period, we will not start work until after the Cooling-Off Period has finished. However, you can ask us (by email or in writing) to start the Care Plan immediately after accepting your Order (within the Cooling-Off Period), and we will tell you whether we can agree to start it early or not. If we agree to start the Contract early:

8.3.1 you no longer have the right to cancel within the Cooling-Off Period without charge;

8.3.2 if you do change your mind and decide to cancel the Contract within the Cooling-Off Period after asking us to start work, you may have to pay us for any Services we have provided up to the time you tell us you want to cancel; and

8.3.3 the amounts you will have to pay us are as follows:

- (a) you will have to pay us £75 if we perform a First Check or an Annual Check within the Cooling-Off Period at your request;
- (b) you will have to pay us £65 for any other service visit we make within the Cooling-Off Period at your request; and
- (c) you will have to pay us our standard quoted price for any spare parts we supply and fit in providing services within the Cooling-Off Period at your request, these amounts may vary from time to time, but will be displayed on the website;

and we may deduct any such amounts from any refund due to you under Clause 12, or otherwise ask you to pay such amounts to us. Such amounts will be payable by you within 14 days of your receipt of our invoice.

## 9. IF WE ARE PERFORMING THE SERVICE CONTRACT BADLY OR WE MISDESCRIBED THE CARE PLAN BEFORE YOU PLACED YOUR ORDER FOR IT

9.1 **How to tell us about problems.** If you have any questions or complaints about the Contract, please contact us. You can contact us using the details in Clause 2.4.

9.2 **Summary of your legal rights.** We are under a legal duty to provide Services that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in the Contract will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

As the Care Plan relates to us providing you with services, the Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or get some

money back if we cannot fix it.

- If you have not agreed a price beforehand, what you are asked to pay must be reasonable.
- If you have not agreed a time beforehand, it must be carried out within a reasonable time.

## **10. IF YOU WANT TO END THE CONTRACT BECAUSE OF SOMETHING WE HAVE DONE OR HAVE TOLD YOU WE ARE GOING TO DO**

**10.1 Ending the Contract because of something we have done or are going to do.** If you are ending the Contract for a reason set out in Clauses 10.1.1 to 10.1.5 below, the Contract will end immediately and we will refund you for the Contract in accordance with Clause 12, and you may also be entitled to compensation. The reasons are:

10.1.1 we have told you about an upcoming change to the Contract or these Terms which you do not agree to (see Clause 6.2);

10.1.2 we have told you about an error in the Price or description of the Contract you have ordered and you do not wish to proceed (see Clause 4.3);

10.1.3 there is a risk that supply of the Contract may be significantly delayed because of events outside our control (see Clause 14.3);

10.1.4 we have suspended provision of the Contract for technical reasons, or notify you we are going to suspend it for technical reasons, in each case for a period of more than one month; or

10.1.5 you have a legal right to end the Contract because of something we have done wrong.

## **11. ENDING THE CONTRACT IF WE ARE NOT AT FAULT AND THERE IS NO RIGHT TO CHANGE YOUR MIND**

Even if we are not at fault and you do not have a right to change your mind (see Clause 8), you can still end the Contract at any time by giving us three months' notice that you would like to cancel. If you want to end the Contract in these circumstances, just contact us to let us know. The Contract will not end until three calendar months after the day on which you contact us to cancel. We will refund any advance payment you have made for the Care Plan for the period after the Contract will end. For example, if you tell us you want to end the Contract on 4 February, the Care Plan will continue until 3 May. We will only charge you for the Care Plan up to 3 May and will refund any sums you have paid in advance for the Care Plan for the period after 3 May.

## **12. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**12.1 Tell us you want to end the Contract.** To end the Contract, please let us know by doing one of the following:

12.1.1 **Phone or email.** Contact us at the details set out in Clause 2.4.

12.1.2 **Online.** Complete the cancellation form that is held on our Website.

12.1.3 **By post.** Print off the cancellation form that is held on our Website and post it to us at the address on the cancellation form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

**12.2 How we will refund you.** We will refund any amounts to you by the method you used for payment. However, we may make deductions from the Price, as described below.

**12.3 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the Services for the period for which we have provided them, ending with the time when you told us you had changed your mind, in accordance with the amounts set out in Clause 8.3.3.

- 12.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days of your telling us you have changed your mind.
- 12.5 **Direct debits.** If you have a direct debit to pay us for the Contract and you want to cancel the Contract, you will need to contact us to cancel the Contract and, separately, your bank to cancel the direct debit mandate.

### 13. OUR RIGHTS TO END THE CONTRACT

- 13.1 **We may end the Contract if you break it.** We may end the Contract at any time by writing to you if:
- 13.1.1 you do not make any payment to us when it is due and you still do not make payment within 28 days of us reminding you that payment is due;
  - 13.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, including, but not limited to, proof that your Boiler has a manufacturer's warranty;
  - 13.1.3 the Boiler or any part of the System is not Help-Link Quality following the First Check, in accordance with Clause 15.2;
  - 13.1.4 you do not arrange a Powerflush when we ask you to do so, in accordance with Clause 24.1.2;
  - 13.1.5 you delay or fail to comply with any of your other obligations under these Terms or our reasonable request or instructions from time to time, and you do not then remedy that delay or failure within a reasonable time period that we specify to you in writing;
  - 13.1.6 you have given any false or misleading information to us;
  - 13.1.7 you do not, within a reasonable time, allow us access to your property to supply the Services;
  - 13.1.8 we cannot source the parts we need to perform necessary Repairs to the System;
  - 13.1.9 your property is not a fit place for us to work, or you physically or verbally abuse us when we visit your property; or
  - 13.1.10 we consider, using our reasonable discretion, that you are a person that does not have sufficient capacity to make a decision in respect of signing up to a Care Plan;
- 13.2 **You must compensate us if you break the Contract.** If we end the Contract in the situations set out in Clause 13.1, we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract, and charge you for any work we have done, subject to the prices set out in Clause 8.3.3.

## WHAT WE ARE RESPONSIBLE FOR UNDER A CARE PLAN

### 14. PROVIDING THE SERVICES

- 14.1 **Help-Link Quality.** Each Care Plan is, subject to these Terms, an agreement by us in respect of a System that:
- 14.1.1 on completion of, and/or as a result of, a Check, that System is Help-Link Quality; and
  - 14.1.2 if applicable, to the extent that System does not remain Help-Link Quality between Checks, then we will, in accordance with the Care Plan which you have selected, provide appropriate Repairs in respect of that System.
- 14.2 **The Care Plan involves us providing on-going services.** We will supply the Services to you until either you end the Contract as described in Clause 7 or we end the Contract by written notice to you as described in Clause 13.

- 14.3 **We are not responsible for delays outside our control.** If our performance of the Care Plan 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, and subject to Clause 26.2, 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 the Contract and receive a refund in accordance with Clause 12.
- 14.4 **If you do not allow us access to provide Services.** If you do not allow us access to your property to perform the Services as arranged (and you do not have a good reason for this), we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property, we may end the Contract and Clause 13.2 will apply.
- 14.5 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Services to you. If so, this will have been stated in the description of the Care Plan on the Website, or asked of you when you contact us about a particular issue. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and Clause 13.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 14.6 **Reasons we may suspend the Care Plan.** We may have to suspend the Care Plan to:
- 14.6.1 deal with technical problems or make minor technical changes;
  - 14.6.2 update the Care Plan to reflect changes in relevant laws and regulatory requirements; and/or
  - 14.6.3 make changes to the Care Plan as requested by you or notified by us to you (see Clause 5 and Clause 6).
- 14.7 **Your rights if we suspend the Care Plan.** We will contact you in advance to tell you we will be suspending the Care Plan, unless the problem is urgent or an emergency. If we have to suspend the Care Plan, we will adjust the Price so that you do not pay for the Care Plan while it is suspended. You may contact us to end the Contract if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 7 days for payments made by direct debit or 14 days for up-front annual payers and we will refund any sums you have paid in advance for the Care Plan in respect of the period after you end the Contract.
- 14.8 **We may also suspend the Care Plan if you do not pay.** If you do not pay us for the Care Plan when you are supposed to (see Clause 4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Care Plan until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the Care Plan. We will not charge you for the Care Plan during the period for which it is suspended. As well as suspending the Care Plan, we can also charge you interest on your overdue payments (see Clause 4.5).

## 15. ACCEPTING YOUR SYSTEM WHERE WE DID NOT INSTALL THE SYSTEM OR WE HAVE NOT ALWAYS CARRIED OUT CHECKS

- 15.1 **First Check.** If we accept your Order, that does not mean that we accept that your System is Help-Link Quality. As soon as reasonably possible after the Care Plan has started, we will visit your property on a date and within a time window agreed with you to do the First Check.
- 15.2 **Is your System Help-Link Quality?** After completing the First Check, we will:
- 15.2.1 confirm that the System is Help-Link Quality, in which case the First Check will be considered your first Annual Check; or

15.2.2 advise you that the System is not Help-Link Quality, further work is needed and the price which we would charge you for carrying out that work (as it is not covered in the Care Plan). You do not have to ask us to carry out this work, and you can arrange for another suitably qualified engineer to carry out this work instead; however, we will not be obliged to continue performing the Care Plan unless and until this work is completed to a standard that we are satisfied with. If you do not arrange for this work to be completed within a reasonable period after we have told you it is needed, then we can cancel the Care Plan in accordance with Clause 13 (and refund any payment you have made to us in advance, subject to deductions for work we have done, as set out in Clause 13.2 and subject to the prices set out in Clause 8.3.3); or

15.2.3 advise you that the System is not suitable for the Care Plan which you have selected (for example, because the age of your Boiler means that spare parts are no longer easily available or because parts of the System are installed in such a way that they cannot be easily accessed or inspected). If that is the case, we will recommend an alternative Care Plan (if possible) or cancel the existing Care Plan in accordance with Clause 13 (and refund any payment you have made to us in advance, subject to deductions for work we have done, as set out in Clause 13.2 and subject to the prices set out in Clause 8.3.3).

## **16. ACCEPTING THE SYSTEM WHERE WE SUPPLIED THE BOILER AND YOU PURCHASED A CARE PLAN AT THE SAME TIME**

16.1 **If we installed your Boiler.** If you purchase a Care Plan at the same time as you buy a new Boiler from us (that we have installed under a separate contract with you), then that Boiler is considered to be Help-Link Quality and it will be considered as having successfully completed its first Annual Check.

16.2 **If we installed your Boiler but someone else has inspected it.** If the Boiler was originally supplied and installed by us but, since installation, has not always had Annual Checks by us, Clause 15 will apply.

## **17. ANNUAL CHECKS**

17.1 **Arranging Annual Checks.** We will contact you on or around the start of each Service Year to agree with you a date and time window to visit your property to carry out an Annual Check.

17.2 **If you don't respond to arrange an Annual Check.** If, after attempting to contact you three times to arrange an Annual Check, you have not responded, we will assume that you do not wish us to carry out an Annual Check for that Service Year, and we will not contact you again to arrange an Annual Check until the start of the next Service Year. In such circumstances, we will not refund any portion of the Price to you but you can subsequently ask us to carry out an Annual Check for you during the then current Service Year by contacting us.

17.3 **Why are Annual Checks important?** Annual Checks are important:

17.3.1 to ensure that your Boiler remains safe;

17.3.2 to identify and minimise the risk of faults and problems developing in future;

17.3.3 as they are usually required as a condition of any warranty or guarantee provided by the manufacturer or supplier of your Boiler (whether or not that was us).

If you do not respond to our attempts to arrange an Annual Check and that results in problems or faults developing which would have been avoided if we had been able to undertake each Annual Check, then we reserve the right to charge you a reasonable additional amount to cover the cost of any work if we decide to undertake any work to correct those problems or faults. It shall be at Help-Link's discretion whether or not to provide any Repairs under the terms of any Care Plan.

- 17.4 **If you don't have an Annual Check.** If we have not been able to perform an Annual Check in any Service Year, we may cancel the Care Plan in accordance with Clause 13 (and refund any payment you have made to us in advance, subject to deductions for work we have done, as set out in Clause 13.2 and subject to the prices set out in Clause 8.3.3).

## 18. TIME OF PERFORMANCE AND APPOINTMENTS

- 18.1 **Estimates only.** Any dates that we agree for service visits (whether for Repairs, Checks or otherwise) are estimates. Whilst we will try to meet those dates and time periods, we will not be liable (subject to Clause 26.2) for any delays caused by circumstances beyond our reasonable control (such as adverse weather conditions, staff illness or a general market shortage of particular goods or parts, particularly in the case of spare parts for older/obsolete boilers).
- 18.2 **How we prioritise appointments.** When you contact us to arrange any visit or to request any Repair, we will always try to agree with you a convenient date and time window which is as soon as reasonably possible. However, we prioritise visits between our customers at our discretion (for example, we prioritise visits for vulnerable customers with no hot water/heating or which are required to address an immediate risk to health and safety), which means that in periods of peak demand there may be a delay for booking routine non-emergency appointments (such as Checks).

## 19. GIVING US ACCESS TO YOUR PROPERTY

- 19.1 **Access we need.** You must give us free access to your property to enable us to provide the Services. You must also give us free access to water, electricity and gas. The person giving us access to your property must be at least 18 years' old.
- 19.2 **Make sure you have got permission for us to access.** You must ensure that you have secured in advance any necessary licences, permits or authorisations required to enable us to provide the Services at your property (such as any landlord or listed building consents, if applicable).
- 19.3 **You are responsible for goods once we have delivered them to you.** Once any goods have been delivered to your property relating to the Services, you will become responsible for any loss or damage to those goods unless such loss or damage was caused by us or as a result of you carrying out a reasonable and careful inspection of those goods to confirm that they comply with these Terms.
- 19.4 **Working outside Business Hours.** We will usually carry out work at your property during Business Hours, on a date and within a time window agreed with you in advance. However, we may decide, at no additional charge to you, to work outside of these days/hours to enable us to complete work as soon as possible and/or to minimise any delay.
- 19.4.1 You agree to give us access to your property during any time window agreed with you in advance (and during a reasonable period before and after that time window in the event that we may arrive slightly early or late) and outside of these days/hours if we request.
- 19.4.2 If you ask that we carry out work outside of Business Hours for any reason other than to allow us to remedy any breach of these Terms (for example, if you ask us to carry out a Check on a Saturday as that is the most convenient day for you) then our agreement to do so will be subject to you first agreeing to pay our additional charges for working outside of Business Hours, and we will agree those charges with you in advance.
- 19.5 **If we delay because of you.** If we suspend or delay the delivery of any goods and/or the performance of Services at your request or as a result of any breach by you of these Terms (for example, if you have failed to

arrange a gas and electricity supply to your property before we commence work) then we will not be liable (subject to Clause 26.2) for any failure or delay to comply with these Terms to the extent that is caused by such suspension, and, in addition to the Price payable by you, we reserve the right to charge you a reasonable additional amount to cover any unavoidable costs, expenses and/or losses we incur as a result of our suspension or delay in those circumstances.

**19.6 If you don't give us access.** If you fail or refuse to provide us with access to your property on any agreed date and within any agreed time window (and/or within a reasonable period before or after any agreed time window) then we reserve the right to charge you a no-access charge of £50 which represents the reasonable costs incurred by us in sending a qualified engineer to your property and that engineer being unavailable to provide services for our other customers. In addition, in such circumstances (or should you refuse to provide us with reasonable access to your property at a reasonable time following receipt of reasonable prior notice from us requesting access), we will not be liable (subject to Clause 26.2) for any failure or delay to comply with our obligations under these Terms to the extent that is caused by our inability to obtain access to your property.

## **20. IF WE CANNOT ACCESS THE SYSTEM OR THERE ARE STRUCTURAL DEFECTS AT YOUR PROPERTY**

**20.1 If we can't access the System.** We provide Care Plans on the basis that all parts of the System will be easily accessible.

20.1.1 If any part of your System is not easily accessible (for example, pipes are buried into concrete floors or behind kitchen units) then we may agree (at our discretion) to carry out any work required to provide access for you, for an additional charge agreed with you in advance.

20.1.2 If not, you must arrange at your own expense for a suitably qualified person to carry out that work and we will be entitled to suspend further work under the Care Plan until you have done so.

20.1.3 If you have not arranged for any such work to be carried out within a reasonable time, we may cancel the Care Plan in accordance with Clause 13 (and refund any payment you have made to us in advance, subject to deductions for work we have done, as set out in Clause 13.2).

**20.2 Minor damage.** You accept that we may cause some level of minor/cosmetic damage in performing the Services (such as damage to plasterwork, paintwork, decorations, flooring, wall coverings etc.) and that we will not be responsible to you for making good such damage. For example:

20.2.1 we will not bury any pipework into floors or walls;

20.2.2 we will make good cuts or holes but not permanently finish or redecorate;

20.2.3 we will reinstate or replace floorboards where necessary but special or laminated floors cannot be matched or finished;

20.2.4 we will relay, but not re-fit, any carpets which have been lifted, and we will not be responsible for damage caused to carpets which are glued or nailed down; and

20.2.5 we will not box in any new or existing pipework.

Where we are responsible for making good any such loss or damage, we cannot guarantee to match any bricks, stonework, paint etc. on a like for like basis.

**20.3 Existing structural defects.** We will not be liable (subject to Clause 26.2) for any damage to your property which is caused by structural defects or weaknesses at your property unless:

20.3.1 that damage is caused as a result of our breach of these Terms; and/or

20.3.2 the existence of the defect or weakness in question should have been reasonably apparent to us on a reasonable visual inspection of the area in which the Services are to be performed prior to us commencing work.

However, for the avoidance of doubt, we will not be obliged to carry out a detailed structural survey of your entire property nor any inspection of any parts not immediately visible to the naked eye (for example, any pipes buried under floorboards).

## **21. DANGEROUS MATERIALS**

21.1 **Removing non-dangerous materials.** As part of your Care Plan, we will remove any non-dangerous waste items from your property (such as old parts) which will become our property on removal. However, Care Plans do not cover us removing any dangerous materials from your home (such as asbestos).

21.2 **Removing dangerous materials.** If any dangerous materials are found at your home, then we may arrange (at our discretion) to remove those for you, for an additional charge agreed with you in advance.

21.2.1 If not, you must arrange at your own expense for a specialist contractor to remove those dangerous materials as soon as possible, and we will be entitled to suspend further work until you have done so and provided us with a "site clearance for reoccupation" certificate which should be provided by your specialist contractor.

21.2.2 If you have not arranged for any such work to be carried out within a reasonable time, we may cancel the Care Plan in accordance with Clause 13 (and refund any payment you have made to us in advance, subject to deductions for work we have done, as set out in Clause 13.2).

## **22. SPARE PARTS**

22.1 **Deciding whether spare parts are needed.** Where your Care Plan includes the supply of spare parts, we will, acting reasonably, decide whether any part of the System is suitable for repair or should be replaced with a new part.

22.2 **Standard parts only.** Where we provide new parts, these shall be the standard version of the part in question acting as a replacement of functionality of the defective part (for example, replacement radiator temperature controls will be a standard fitting white plastic version).

22.3 **Upgraded parts for an extra charge.** We may, for an additional charge agreed with you in advance, be able to supply upgraded parts (for example, chrome effect replacement radiator temperature controls) but we cannot guarantee that we will always be able to supply upgraded parts and, in particular, cannot guarantee to provide matching parts for unusual or non-standard fittings (such as those used on cast-iron or designer radiators).

## **23. BOILERS BEYOND ECONOMIC REPAIR AND REPLACEMENT BOILERS**

23.1 **What happens if Boilers are Beyond Economic Repair?** We may, acting reasonably, specify that the Boiler is Beyond Economic Repair. In such circumstances, you should check the manufacturer's warranty for the Boiler to see if it covers the Repairs required.

23.2 **Paying for a new boiler.** If we specify the Boiler as Beyond Economic Repair, then we can provide you with a quote to supply and install a new boiler.

23.2.1 You are not obliged to accept that quote and are free to ask for quotes from other suppliers and/or appoint someone other than us to supply and install a new boiler for you.

23.2.2 However, if you decide not to appoint us to supply and install a new boiler for you, then we will not be obliged to continue providing any goods and services to you under your Care Plan (and in particular, we will not be obliged to carry out any further repairs to the Boiler) unless and until such time as you have had a new boiler properly installed by a qualified gas installer and can provide reasonable evidence to us of that (such as the installation certificate provided to you by the installer).

23.2.3 If you have not arranged for any such work to be carried out within a reasonable time, we may cancel the Care Plan in accordance with Clause 13 (and refund any payment you have made to us in advance, subject to deductions for work we have done, as set out in Clause 13.2).

## **24. POWERFLUSH**

24.1 **Where we recommend a Powerflush.** We may, acting reasonably, decide that the System requires a Powerflush e.g. where your central heating system water is contaminated, the cost of which is excluded from your Care Plan.

24.1.1 In these circumstances, we will provide you with a quote to carry out a Powerflush. You are not obliged to accept that quote and are free to ask for quotes from other suppliers and/or appoint someone other than us to carry out a Powerflush for you.

24.1.2 However, if you decide not to appoint us to carry out a Powerflush for you, then unless and until a Powerflush has been properly carried out by a qualified engineer and you can provide reasonable evidence to us that a Powerflush has been carried out, we may cancel the Contract in accordance with Clause 13.1.

## **25. EXCLUSIONS**

25.1 **Domestic dwellings only.** Care Plans that are subject to these Terms are for domestic dwellings only, which you must occupy as your main residence. If you would like to put in place a Care Plan for non-domestic premises or for premises which you do not occupy as your main residence (for example, for a property which you rent out to tenants or a holiday home) then please contact us for further details.

25.2 **Inherent problems with the System or design faults.**

25.2.1 Care Plans do not include the provision of any goods or services (and in particular, the carrying out of any Repairs) required as a result of inherent design faults or problems with the System which we could not reasonably have been expected to identify as part of the First Check.

25.2.2 Where we identify any such faults or problems during the First Check then Clause 15.2.2 or Clause 15.2.3 will apply.

25.2.3 If any such faults or problems become apparent after the First Check, we may provide you with a quote to carry out any required remedial work (if we are able to do so).

- (a) You are not obliged to accept that quote and are free to ask for quotes from other suppliers and/or appoint someone other than us to carry out any required remedial work for you.
- (b) However, if you decide not to appoint us to carry out those remedial works for you (or should we advise you that we are unable to carry out those remedial works) then, unless and until you have arranged for those remedial works to be completed at your own expense, we will not be obliged to continue providing any goods and services to you under your Care Plan (and in particular, we will not be obliged to carry out any further Repairs) to the extent that the requirement for those would have been avoided had those remedial works been completed.

- 25.2.4 If you have not had those remedial works completed within 28 days from when we notified you of the requirement for those works, then we will cancel the Care Plan in accordance with Clause 13 (and refund any payment you have made to us in advance, subject to deductions for work we have done, as set out in Clause 13.2 and subject to the prices set out in Clause 8.3.3).
- 25.2.5 Care Plans do not cover faults or issues that we have advised you about before and you have not had fixed.
- 25.3 **Routine user maintenance and consumables.** Care Plans do not include us carrying out any routine maintenance of the System which is intended to be carried out by domestic users and/or the replacement of any consumables which are intended to be regularly replaced by domestic users, for example the use of Combiphos crystals to prevent scale and stop corrosion.
- 25.4 **Deliberate damage, damage caused by third parties or failure to follow instructions.** Care Plans do not include the provision of any goods or services (and in particular, the carrying out of any Repairs) which may be required to make good any damage, problems, faults or issues which:
- 25.4.1 have been caused by anyone other than us carrying out work on the System (for example, if you arrange for someone other than us to carry out a repair to the System and they do not carry out that repair correctly);
- 25.4.2 are as a result of you failing to operate the System with reasonable care and in accordance with any manufacturer's instructions and/or any reasonable instructions or directions we provide to you; and/or
- 25.4.3 are caused by any deliberate damage to or misuse of the System by you or anyone other than us.
- 25.5 **Failure to take action reasonably requested by us.** In some circumstances, it may be possible to rectify problems or issues with the System without the need for us to visit your property, by you undertaking some simple actions yourself under our direction – for example, by us talking you through over the phone how to reset the System or to clear an airlock by opening and then closing a valve. If you do not undertake any such actions yourself and we are then required to visit your property solely to undertake those actions for you, then unless it was unreasonable for us to have expected you to undertake those actions yourself (for example, due to your illness, infirmity or any disability), then we shall be entitled to charge you our standard call out charge for that visit.
- 25.6 **Loss or damage to fixtures and fittings.** Care Plans do not include the repair or replacement of or making good of any loss or damage to fixtures, fittings and decorations caused by problems with the System (such as water damage to carpets caused by burst pipes), unless and only to the extent that such loss or damage is caused by any breach by us of these Terms (in which case, we shall repair, replace or make good such loss or damage at our own expense).
- 25.7 **Utility supplies.** You are responsible for ensuring at your own cost that your property has a safe electricity and natural gas supply connection and associated meters prior to your Care Plan commencing. In the case of oil or liquefied petroleum gas installations, you are instead responsible for ensuring your fuel tanks are safe and installed to current regulations. Arranging such supply connections and meters do not form part of the Services or any Care Plan.
- 25.8 **Gas safety.** As part of our legal duty as a "Gas Safe" registered engineer, we are only able to connect appliances and carry out work to gas supplies which are safe.
- 25.8.1 When visiting your property, we will usually carry out a gas soundness test to confirm whether your gas supply is safe.
- 25.8.2 Should any leak or other defect with your gas supply be identified, then we will be required to condemn your gas supply and will not be able to commence work until your gas supply is made safe.

25.8.3 Unless any such work to make your gas supply safe is to a part of the System which is within the scope of the Care Plan you have purchased, then that work is not included in the Care Plan, although we can undertake it subject to the payment of an additional amount by you which will be agreed with you in advance.

25.8.4 Alternatively, you can arrange for another "Gas Safe" registered engineer to carry out such works at your cost if you do not want us to carry out that work, but we will not be able to continue providing goods or services under your Care Plan until that work is completed.

25.8.5 If you have not arranged for any such work to be carried out within a reasonable time, we may cancel the Care Plan in accordance with Clause 13 (and refund any payment you have made to us in advance, subject to deductions for work we have done, as set out in Clause 13.2).

## 25.9 **Items covered by third party warranties.**

25.9.1 Where a problem or fault develops with any part of the System which is covered by any guarantee or warranty provided by a third party (for example, a fault develops with a radiator which is still under a manufacturer's guarantee or warranty), then we will not be obliged to repair that problem or fault and you must claim yourself under the terms of your applicable third party guarantee or warranty.

25.9.2 It is your responsibility to make sure that any work that we do to the System does not affect any warranty you have for any part of the System from a third party.

25.10 **Temporary faults.** Care Plans do not include making visits to investigate or remedy any temporary loss of functionality with the System which is caused by non-mechanical breakdown events which will remedy themselves in the near future without intervention (for example, frozen pipes that will thaw once the temperature improves).

25.11 **Noisy Boilers.** As boilers age, they may become noisier. Where age is the sole reason for the Boiler becoming noisier, your Care Plan does not include us making any repairs to the Boiler to fix that additional noise.

25.12 **Health and safety risk.** We shall be entitled to cease work at your property without liability (subject to Clause 26.2) if it becomes apparent that to continue that work would present a risk to health and safety and that risk was not created by us (for example, if it becomes apparent that a wall in your property is structurally unsound but we did not cause that problem and could not reasonably have been expected to have foreseen that problem when we started work). In such circumstances, where it is safe to do so, we will leave the System in a safe condition, but we cannot guarantee that we will be able to leave your System in a working condition.

25.13 **Items not part of your System.** Care Plans include the provision of goods and services only in respect of those parts of the System which are included within the scope of the Care Plan which you have selected. Any other parts are excluded and we will not be obliged to repair those as part of your Care Plan (for example, if your Care Plan is limited to the Boiler only, we will not be obliged to carry out any repairs to your radiators), but may agree to do so at our discretion for an additional charge agreed with you in advance. For the avoidance of doubt, cylinder and header tanks are not included in the System and are not covered by any Care Plan.

25.14 **Upgrades.** Care Plans cover Checks and, where applicable, Repairs only. Care Plans do not cover any upgrade or other improvement in any part of your System or a replacement boiler.

25.15 **Fire and weather damage.** Care Plans do not include cover for damage caused by fire, lightning, explosion, flood, storm, freezing weather conditions or changes to or failure of any utility supply.

## 26. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

26.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but (subject to Clause 26.2) we are not responsible for

any loss or damage that is not foreseeable. 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.

- 26.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Contract (including the right for the Contract to be performed with reasonable skill and care).
- 26.3 **When we are liable for damage to your property.** If we are providing Services in your property, we will make good any damage to your property caused by us while doing so to the extent set out in the Contract. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services (subject to Clause 26.2).
- 26.4 **We are not liable for business losses.** We only supply the Services for domestic and private use. If you use the Care Plan for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity (subject to Clause 26.2).
- 26.5 **Give us a chance to fix it.** If you suffer any loss or damage for which we are responsible, then you must give us a reasonable opportunity to remedy the problem (for example, by allowing us access to your property in a reasonable timespan to repair any damage for which we are responsible) and you must take reasonable steps to minimise or avoid any loss or damage which you may suffer as a result of our breach of the Contract. We will not be responsible for any loss or damage which you fail to give us a reasonable opportunity to put right and/or which could have been avoided or minimised by you taking reasonable steps which you failed to take.

## OTHER IMPORTANT TERMS

### 27. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 27.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 27.1.1 to supply the Services to you;
  - 27.1.2 to process your payment for the Services; and
  - 27.1.3 if you agreed to this during the Order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 27.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the Services, we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 27.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**
- 27.4 **Privacy policy.** Please see our privacy policy at [www.help-link.co.uk/privacy](http://www.help-link.co.uk/privacy) (or by requesting a copy of it from us) for more information about how we use your personal information.
- 27.5 **System information.** We may provide details of the System, and of any Repairs we carry out to it, to third parties where that is required to enable us to discharge any legal duty or in connection with any applicable scheme or register (such as local authority building regulations or registers operated by the Gas Safe regulator).

### 28. TRANSFERRING THE CONTRACT

- 28.1 **We may transfer the Contract to someone else.** We may transfer our rights and obligations under the Contract to another organisation. We will always tell you in writing if this happens and we will ensure that the

transfer will not affect your rights under the Contract.

- 28.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under the Contract to another person if we agree to this in writing.

## 29. ABOUT THE CONTRACT

- 29.1 **Nobody else has any rights under the Contract.** The Contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to the Contract.
- 29.2 **If a court finds part of the Contract illegal, the rest will continue in force.** Each of the paragraphs and Clauses of the Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs and Clauses will remain in full force and effect.
- 29.3 **Even if we delay in enforcing the Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 29.4 **Which laws apply to the Contract and where you may bring legal proceedings.** The Contract and any dispute or claim arising out of or in connection with it (including, but not limited to, non-contractual disputes or claims) shall be governed by and construed in accordance with English law. You submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation, except where, by law, such dispute or claim must be brought in the jurisdiction in which you are domiciled, or where the relevant law contains mandatory provisions that override such exclusive jurisdiction.
- 29.5 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, any disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution](#) platform.

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## Cancellation Form

To The Care Plan Team, Help-Link UK Limited, 3310 Century Way, Thorpe Park, Leeds, LS15 8ZB;  
email: careplan@help-link.co.uk

**I/We\*** hereby give notice that **I/We\*** cancel **my/our\*** contract **of sale of the following goods \*/for the supply of the following service\***:

**Ordered on**  (insert date) **/ received on\***  (insert date)

**Name of consumer(s)**  (insert your name(s))

**Address of consumer(s)**

(insert your address)

**Signature of consumer(s)**  **Date**   
(sign here only if this form is notified on paper)

**\* Delete as appropriate**