

## Cylinder warranty terms and conditions

These warranty terms and conditions apply to all cylinders supplied by Baxi Heating UK Limited, whose registered office is located at Brooks House, Coventry Road, Warwick, CV344LL ("Baxi") under its Baxi, Baxi Assure, Megaflo and Main brands.

Baxi's warranty provides customer support and peace of mind in the unlikely event that a problem arises from a manufacturing defect. It is supported by a large team of company-employed field-based engineers situated nationwide and our own call centre, which is open 363 days a year.

**This warranty is in addition to and does not affect your statutory rights as a consumer relating to faulty or misdescribed goods or services which you can claim from your installer and/or seller of the goods. Details of these rights can be obtained as follows:**

UK	Citizens' Advice at <a href="http://www.citizensadvice.org.uk">www.citizensadvice.org.uk</a> Your local authority Trading Standards Department
Isle of Man and Channel Islands	Please refer to your relevant government website

### 1. Warranty cover

- 1.1. In the event of a manufacturing defect affecting your cylinder during the warranty period, Baxi will, at its discretion, supply parts, repair or replace parts free of charge subject to the terms and conditions set out below.
- 1.2. Baxi will not be liable for any third-party repair or replacement costs unless those costs have been agreed and authorised by Baxi in writing prior to incurring the costs. Baxi accepts no liability for any third-party damage.

### 2. Geographical scope

- 2.1. This warranty only applies for cylinders purchased and installed in the UK, Isle of Man and the Channel Islands.

### 3. Warranty period

- 3.1. Our cylinders have a one- or two- year standard warranty depending on the brand. For details of the standard warranty period provided with your cylinder please retain the original literature supplied with your product or visit [www.baxi.co.uk](http://www.baxi.co.uk) or [www.heatraesadia.co.uk](http://www.heatraesadia.co.uk).
- 3.2. Many of the cylinder's brands benefit from an enhanced warranty period beyond the standard warranty period offered. To take advantage of the enhanced warranty period you must:
  - Register your cylinder for warranty within 30 days of installation; and
  - Ensure your installer completes the Benchmark™ commissioning checklist service record, included in the cylinder installation instructions.
- 3.3. Your cylinder can be registered for warranty by you or your installer, by telephone, online or by using the registration form provided with your cylinder.
- 3.4. Keep the completed Benchmark™ commissioning checklist safe. This may be requested when a warranty claim is made.

- 3.5. The warranty period will commence from the date of installation. The warranty must be registered by either the installer or the homeowner within 30 days of the product being installed. For new build properties, this must be completed within 30 days of the sale completion. Evidence of purchase and installation may be required.

#### **4. Warranty terms and conditions**

The warranty, whether standard or enhanced, is valid provided that:

- 4.1. The cylinder has been installed by a competent installer in accordance with the instructions contained in the installation manuals and in compliance with all relevant laws, guidance, codes of practice and regulations in force at the time of installation.
- 4.2. Annual servicing has been carried out by a competent person in accordance with the requirements set out in the maintenance section of the installation manuals, any consumables (including all seals) have been replaced as required and there is documentary evidence of the servicing.
- 4.3. Safe access is available, at reasonable times and upon reasonable notice, to the cylinder to allow for any inspection repair or replacement. Note: the cylinder should not be installed in a loft. Baxi reserves the right to supply parts only in the event it is not satisfied that access is safe.
- 4.4. The cylinder has not been modified or tampered with in any way.
- 4.5. The cylinder has not been subject to damage by scale.
- 4.6. The factory fitted temperature and pressure relief valve has not been tampered with or removed.
- 4.7. The cylinder has not been subject to misuse or neglect.
- 4.8. The cylinder has only been used for the storage of drinking water. Should another substance be put through the product, the warranty will be invalid unless it is part of a disinfectant procedure carried out in accordance with BS EN 806.
- 4.9. The cylinder has not been subjected to frost or freezing temperatures (except for solar collectors which are designed for external installation).
- 4.10. The cylinder has not been affected by any cause beyond our reasonable control including, without limitation: an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission including theft or malicious damage; failure by you to give us a correct delivery address or notify us of any change of address.

#### **5. General exclusions**

Baxi has no liability under the warranty for:

- 5.1. The fault or failure of services external to the appliance, such as electricity or water and including insufficient credit on utility meters/cards.
- 5.2. Any physical damage or breakdown caused by
  - 5.2.1. Floods, lightning, storms, frost or other bad weather conditions.
  - 5.2.2. Fire or explosion.

- 5.2.3. A deliberate action, wilful damage, theft or attempted theft, accident, misuse or third-party interference, including modification or attempted repair which has not been authorised by us or does not fully comply with industry standards in force at that time.
- 5.2.4. User error or intervention, such as the incorrect setting of system controls, or failure to operate or use the appliance in accordance with the operating instructions.
- 5.3. Any other consequential losses caused by or arising as a result of the breakdown of the appliance.
- 5.4. Any costs incurred during delays in fixing reported faults.
- 5.5. Any costs incurred when no fault is found with the appliance.
- 5.6. Fair wear and tear and any non-functional parts of the appliance.

## **6. Making a warranty claim**

- 6.1. The warranty period is set out above. Baxi are not liable for claims made outside the warranty period or if the terms and conditions are not met.
- 6.2. Manufacturing defects should be reported to us as soon as you are aware of them by
  - Telephoning us on 0330 678 0917;
  - Emailing us on: [customer.support@baxi.co.uk](mailto:customer.support@baxi.co.uk)
- 6.3. Where the cylinder is under warranty and meets these terms and conditions our contact centre will try and resolve the issue over the phone. If this is not possible, where appropriate, we will arrange for an engineer or appointed contractor to visit.
- 6.4. Prior to making a claim please ensure that you have:
  - 6.4.1. Power to your cylinder by checking the power on light or display (if applicable).
  - 6.4.2. Checked and replaced any batteries in the controls (if applicable).
  - 6.4.3. Noted the appliance Error code which is displayed (if applicable).
  - 6.4.4. Reviewed the exclusions in the warranty to ensure your fault is covered.
  - 6.4.5. Reviewed and can comply with the requirements set out in Section 7 on Warranty visits.

## **7. Warranty visits**

- 7.1. When arranging a visit, it is important the engineer can park legally and safely within a reasonable distance of the property.
- 7.2. A responsible adult must be present at the property throughout the engineer's visit.
- 7.3. Our engineers will only inspect and/or carry out repairs on an appliance if, in their opinion, they can gain safe access to the appliance and the installation does not pose a risk to their health and safety.

Cupboard & garage installations must provide minimum working clearances as detailed in the manufacturer's instructions. We will not remove cupboards, kitchen units or trims etc to gain access for repairs or replacements. We reserve the right to take a refundable callout charge or pre-authorise an amount on your credit/debit card prior to any visit or the commencement of any works. This callout charge will be returned, or the pre-authorisation released if the

diagnosed fault is covered by the warranty. All parts or appliances replaced by our engineers will be returned to Baxi as part of the warranty process.

## **8. Limitation of liability**

- 8.1. We reserve the right to make a call out charge to cover faults which are not covered by the warranty.
- 8.2. In situations where these terms and conditions have not been complied with in full, then we reserve the right to invalidate the warranty and/or charge for the call out.
- 8.3. We will not accept or reimburse the costs of any third party who undertakes any work carried out on the appliance or fits parts under this warranty unless we have authorised such work in advance of it being carried out.
- 8.4. We will not accept responsibility for cost of removing and or replacing cupboards, kitchen units or trims or improving loft access etc to gain access to the appliance for repairs or replacement, nor for any redecoration etc.
- 8.5. The warranty period will not be extended if a part or appliance is replaced.
- 8.6. This warranty is in addition to, and does not affect, your statutory rights as a consumer. Details of these rights can be obtained from Citizens Advice at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

## **9. Data protection**

- 9.1. The personal information you provide when registering your warranty will be held securely and used by us and our selected partners to administer your warranty and to carry out repairs.
- 9.2. We may disclose your data to our partners and their agents for these purposes.
- 9.3. We may also use your data for training and testing purposes.
- 9.4. We may keep in touch with you by post about your product, similar products and or related services. We may also contact you by email, telephone, or text message where you have consented to such marketing activity.
- 9.5. Full details about how we manage your data and your rights are set out in our privacy notice at [PRIVACY NOTICE](#).