

# **Baxi Customer Support One Off Repair**

## **Terms & Conditions**

TERMS AND CONDITIONS COVERING FIXED COST REPAIR SERVICES FOR OUT OF WARRANTY BAXI HEATING APPLIANCES INCLUDING, BUT NOT LIMITED TO: BAXI, POTTERTON, MAIN, REMEHA, HEATRAE SADIA, SANTON AND MEGAFLO BRANDED APPLIANCES.

These Conditions apply to the provision by us of a fixed cost, One-off Repair in relation to your domestic heating appliance arranged through Baxi Customer Support - the service division of Baxi Heating. It is important that you read and understand these Conditions.

In these Conditions, the following words have the following meanings:

"Appliance" means the boiler, cylinder or other Baxi Heating product in respect of which you request the One-off Repair;

"Contract" means the contract for the One-Off Repair formed in accordance with Condition 1.1;

"Customer Service" means the Baxi Customer Support contact centre in Warwick or other 3rd party representatives appointed by Baxi Customer Support;

"Payment" means the price paid for the provision of the One-off Repair as advised to you by Customer Service;

"Order" means a request for a One-off Repair made by you from Customer Service;

"Property" means the premises where a One-off Repair is to be completed, as specified by you in the Order;

"One-off Repair" means an on-site diagnosis and, if applicable, repair of faults in the appliance, other than faults in the connected heating system, as described in further detail in clause 3;

"Visit Date" means the date on which a Baxi Customer Support representative provides the One-off Repair at the Property. You acknowledge that we may propose a Visit Date prior to the expiry of the fourteen (14) day period noted at clause 1.2 below;

"we", "us" or "our" means Baxi Customer Support, a trading division of Baxi Heating UK Limited (registered in England with company number 03879156) whose

registered office is at Brooks House, Coventry Road, Warwick, CV34 4LL and whose VAT registration number is 604 6658 37;

"you" means the person who requests the provision of the One-off Repair.

1. This Contract, the effect of these Conditions and Notice of the Right to Cancel

1.1 Your agreement to proceed with an Order is an offer to purchase the One-off Repair from us on and subject to these Conditions. Our booking an appointment for our engineer to visit the Property is acceptance by us of such Order and accordingly a contract is formed at such time. Once the Contract has been formed with you we will file it in our electronic records according to the requirements of the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

1.2 Under the Consumer Protection (Distance Selling) Regulations you may cancel the Contract without cause within fourteen (14) days from the date the Contract is formed, provided that, if the Visit Date occurs during this fourteen (14) day cancellation period, you will not be entitled to cancel the Contract in accordance with this clause 1.2.

1.3 You may (subject to the provisions of clause 1.2) cancel the Contract in accordance with clause 1.2 by notifying us by telephone: 0344 871 1545; e-mail: info@baxi.co.uk; or if time allows, in writing at the following address: Baxi Customer Support, Brooks House, Coventry Road, Warwick, CV34 4LL and your Payment will be fully refunded accordingly.

1.4 We reserve the right to cancel any appointment if we reasonably believe that the health and/or safety of our engineer cannot be guaranteed.

## 2. Payment

2.1 The Payment is inclusive of all parts integral to the appliance, labour and VAT.

2.2 The Payment is payable in full by you by credit or debit card at the same time as you place an Order.

2.3 If the Appliance is covered by a manufacturer's warranty, the provision of the One-off Repair is likely to be free of charge. You will be asked to provide details of your Appliance in the form of the serial number or by sending us proof of purchase; to enable us to confirm whether the Appliance is covered by such a warranty. You will also be asked to confirm that the Benchmark Commissioning Checklist was completed at the time of installation and that you have retained a copy. Finally, if your boiler is over 1 year old, you will be asked to provide proof of annual servicing.

If you are unable to provide such information prior to an engineer visit being booked for you, we will require a credit or debit card payment for the amount of

the Payment in order to book such a visit for you. This Payment will be refunded in full if and when our engineer is able to validate the serial number confirming that the Appliance is still covered by such a warranty. If you are unable to demonstrate that the Appliance is covered by a manufacturer's warranty, we will be entitled to retain the Payment .

### 3. The One-off Repair

3.1 Our engineer will attend at the Property on the agreed date (or such other date as is arranged pursuant to clause 3.3) and will examine the Appliance and diagnose the fault.

3.2 Our engineers carry a comprehensive range of spare parts with them on each visit. If our engineer is able to repair the fault immediately following diagnosis, he/she will do so. If our engineer does not carry all parts necessary to repair the fault at the time of diagnosis, we will arrange a mutually convenient date for an engineer to return to perform the repair.

3.3 Our engineer will use all reasonable efforts to repair a diagnosed fault. However, we cannot guarantee to be able to repair every fault diagnosed. If an engineer is unable to repair a fault, or if our engineer diagnoses the necessary repair as being any repair of your central heating system (for boilers) and/or any repair required as a result of faulty installation of your appliance, which are not covered by the One-off Repair, he/she will inform you of the nature of the fault and will advise you of what he/she considers to be any reasonable courses of action available to you, which may include that it is beyond repair and requires replacement. In such circumstances, we will charge you an inspection fee of £90 and refund the balance of the Payment.

3.4 If your Appliance is deemed beyond repair, we may, and entirely at our discretion, offer to supply you with a quotation for a discounted replacement or equivalent replacement Appliance.

3.5 We will use all reasonable efforts to ensure that an engineer visits the Property on the agreed date. However, occasionally, due to circumstances outside our control, we may be unable to get an engineer to attend the Property on the agreed date. If this happens, we will contact you as soon as is reasonably practicable and agree an alternative date.

3.6 If you are unable to allow our engineer to access the Property on the agreed date, you should contact us as soon as is reasonably practicable (and in any such event before 12 noon on the day preceding such date) to arrange an alternative date for provision of the One-off Repair. Subject to your right to cancel the Contract in accordance with clause 1.2 above (in which cases no cancellation charge will be made and we will refund the Payment to you), if you inform us after this time we reserve the right to retain a cancellation charge of £45 and refund the remainder of your Payment.

3.7 Once inside the Property, if your Appliance has been installed in an area where it is inaccessible and our engineer cannot gain clear and safe access to it and is therefore unable to repair the Appliance, we reserve the right to retain an inspection fee of £90 and refund the remainder of the Payment.

3.8 Baxi Customer Support engineers drive transit-style vans and need access to their van during the Repair Service to fetch tools and equipment. Engineers must therefore be able to park within a practical distance from the Property. It is the customer's responsibility to ensure that parking is available.

3.9 Our engineers will exercise reasonable care and skill in providing the One-off Repair.

#### 4. Guarantee

4.1 We will, free of charge, re-perform any One-off Repair where the same Appliance fault repaired by one of our engineers in providing the One-off Repair recurs within 90 days following the Visit Date. This guarantee will not apply where the same defect arises again as a result of:

(i) wilful or accidental damage;

(ii) use of the Appliance otherwise than in accordance with the user instructions;

(iii) any tampering with, or alteration of, the Appliance by anyone other than us;  
or

(iv) a fault in any other appliance, such as (without limitation) your ancillary heating system to which the Appliance is connected.

4.2 We will, free of charge, replace any part fitted by our engineer in providing the One-off Repair which is found to be defective within twelve (12) months from the Visit Date.

4.3 If you wish to arrange for an engineer to attend to re-perform the One-off Repair and/or replace any defective parts pursuant to clauses 4.1 and/or 4.2 above, please contact us via Customer Service. Upon booking a time for such re-visit, we may require a credit or debit card payment for the amount of the Payment. This will be refunded once our engineer has re-performed the One-off Repair and/or replaced the defective part unless our engineer reasonably believes that the new fault is not covered by the guarantees in clauses 4.1 and/or 4.2 above in which case the Payment will be due. In such circumstances we will be entitled to retain any Payment made by you, or if no Payment has been made, to invoice you for the Payment.

4.4 To take advantage of either of these guarantees you must contact us as soon as reasonably practicable upon becoming aware of the defect.

4.5 THE GUARANTEES SET OUT ABOVE DO NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER. If you prefer, you may rely on your statutory rights rather than make a claim under the guarantees. For further information about your statutory rights please contact your local authority Trading Standards Department or local Citizens Advice Bureau.

## 5. Limitations on our Liability

5.1 We will not be liable to you for any loss, damage, costs or expenses:

(i) that are not a reasonably foreseeable consequence of a breach by us of these Conditions;

(ii) that are not caused by any breach of these Conditions by us; and for business losses, or losses to non-consumers.

5.2 YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO HAVE IN PLACE AND MAINTAIN ADEQUATE INSURANCE POLICIES IN RESPECT OF YOUR PROPERTY.

5.3 Nothing in these Conditions shall:

(i) limit our liability under Part 1 of the Consumer Protection Act 1987 in relation to the safety of parts or for death or personal injury caused by our negligence; or

(ii) affect any statutory rights which you may have as a consumer.

## 6. Events Beyond Our Reasonable Control

If we are unable to perform any of our obligations under this Contract as a result of any event or circumstance beyond our reasonable control including (without limitation), for example, flood, fire, strikes, lockouts, acts of Government, terrorism and non-availability of parts or other items from our suppliers, such failure shall not be regarded as a breach of our obligations and we shall be entitled to suspend performance of those obligations and/or this Contract until such time as we are able to perform the obligations. We shall use all reasonable efforts to recommence performance of any obligation affected by any such circumstances as soon as reasonably practicable.

## 7. General

7.1 We do not intend that any of these Conditions should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this contract.

7.2 This contract shall be governed by and construed in accordance with the laws of England and Wales, and we both agree to submit to the jurisdiction of the courts of England and Wales. Where the One-off Repair is to be performed in Scotland, this contract shall be governed by and construed in accordance with the

laws of Scotland, and we both agree to submit to the non-exclusive jurisdiction of the courts of Scotland

7.3 These Conditions can only be amended or varied by written agreement between us.

7.4 If any one or more of the provisions of these Conditions is held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining Conditions shall not in any way be affected or impaired thereby.

## 8. Your Personal Details

We shall use and safeguard your personal details in accordance with the requirements of the General Data Protection Regulation (**GDPR**) (Regulation (EU) 2016/679). We may use your personal details to inform you of relevant products and/or services. If you would rather not receive any such communications, please contact us as set out below.

## 9. Contact Us

If you need to contact us at any time or you have any queries or complaints, please contact us via Customer Service by e-mail to [info@baxi.co.uk](mailto:info@baxi.co.uk), on 0344 871 1545 or by post to Baxi Customer Support, Brooks House, Coventry Road, Warwick, CV34 4LL.

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