



# HeatPlan

service & maintenance  
TERMS & CONDITIONS



LAST UPDATED AUGUST 2022



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# These Terms

## What these terms cover:

These are the terms and conditions on which we provide you with your Heat:Plan product and complimentary membership.

Please read these terms and conditions carefully before you submit your application form to us. These terms tell you who we are, how we will provide Heat:Plan and other 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 or would like further clarification on these terms, please contact us to discuss.

## Who we are:

- We are Steve Gregor Plumbing and Heating Limited t/a Gregor Heating, Electrical & Renewable Energy, a company registered in England and Wales.
- Our company registration number is 03746649, and our registered office is at Unit 1 – 2 Willcock House, Southway Drive, Warmley, Bristol BS30 5LW, UK.
- Our registered VAT number is 543162171.

## How to contact us:

You can contact our customer service team on 0117 958 2575, by emailing us at [heatplan@gregorheating.co.uk](mailto:heatplan@gregorheating.co.uk), or by post at Gregor Heating, Electrical and Renewable Energy, Unit 1- 2 Willcock House, Southway Drive, Warmley, Bristol, BS30 5LW.

## How we may contact you:

If we have to contact you, we will do so by text, by telephone, or by writing to you at the email address or postal address you provided to us in your application.



# Definitions Used In These Terms

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**Abortive Call:** Means a pre-planned visit to your home from one of our engineers where the work could not take place due to reasons outside of our control or we could not gain access to your home.

**Empty Property:** Means your home has not been lived in for more than 30 days in a row. 'Lived in' means slept in frequently.

**Flue / Chimney:** Means a duct, pipe or opening for conveying exhaust gases from a boiler, gas fire, fireplace, furnace or water heater to the outdoors.

**Home:** This is your place of residence, being your private domestic dwelling and any covered garage connected to your place of residence as specified in your application form. The cover you have with us is property-specific to the address on the application form. In the event that you change address during the term of the contract, you need to contact us.

**Gas / Wet Central Heating System (often referred to as 'system' in this document):** Means the central heating and hot water system in your home.

**Geographical Limits:** Means predominately Bristol, Bath and surrounding areas.

**Initial Survey:** Our visit to you after receipt of your application to ensure that your boiler is serviced, at which a survey of the system is required to ensure that it is suitable for our Heat:Plan products.

**Our Website:** Means <https://www.gregorheating.co.uk/>

**Out of Hours:** Means outside our normal office hours of 8am – 5pm Monday to Friday.



# Definitions Used In These Terms

**Power-flush:** Means a technique used to clear sludge from central heating system pipes, radiators, coils and heat exchangers.

**Term:** Means a 12-month period commencing on the date your contract starts

**Thermostatic Radiator Valve (TRV):** Means a self-regulating valve fitted to a radiator to control the temperature of a room by changing the flow of hot water to the radiator.

**System Water Quality Check:** Means a test on the central heating system water from the radiators or boiler etc., to determine the level of cloudiness or haziness of the water caused by suspended solids that are usually invisible to the naked eye (i.e. "sludge" or "magnetite"). This test is important when trying to determine the quality of the water.

**Vented Hot Water Cylinder:** Means a vented cylinder which is usually fed from a cold-water tank in the loft space.

**A vented cylinder will be identifiable to the user by:**

- Cold water storage tank in the loft
- Lower water pressure on the hot tap in comparison to the cold
- Cylinder is insulated with yellow, green, or blue hardened foam-like material

**Unvented Hot Water Cylinder:** An unvented hot water cylinder is pressurised directly from incoming cold-water mains, as opposed to a water tank, which is typically stored in a loft space.

**An unvented cylinder will be identifiable by:**

- Cylinder has a solid casing whose colour is normally white or grey
- Mains pressure to hot water outlets



# The Sign-Up Process

## How we will deal with your application:

On receipt of your application request (which can be done via our website or over the phone), we will arrange for one of our engineers to carry out an Initial Survey and boiler service at your home (which is chargeable). On completion of this we will advise you of your eligibility and the most suitable product we can offer based on your needs.

## When your contract will start:

Once the Initial Survey and service has been carried out, our engineer will discuss with you how you want to pay for your Heat:Plan product. You can pay for your agreement annually by cheque, debit or credit card, or Direct Debit. Alternatively, you can pay monthly by Direct Debit. A contract will come into existence between you and us:

- If you are paying a one-off amount up front, on receipt by us of the payment from you; or
- If you are paying by direct debit, on receipt by us of the direct debit instruction form.

We will not be able to enter into a contract with you and provide confirmation to you until we have received a signed copy of the cover schedule identifying which Heat:Plan product you have chosen, together with your payment details (as outlined above).

Following our receipt of the signed schedule and payment details, you will receive a Heat:Plan welcome letter with a unique customer reference number. Whenever you contact us, please quote this reference - especially if calling for an engineer out of hours. Please note that if you do not meet the eligibility criteria, the cost of the initial survey and boiler service is still applicable.



# The Sign-Up Process

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## If we cannot accept your application:

We may not be able to accept your application in circumstances where there are unexpected limits on our resources which we could not reasonably plan for, in which case we will inform you of this in writing and, where possible, explain the reasons why we are unable to accept your application. There may be circumstances where the parts would not be readily available to us as the spare parts are obsolete, in which case we may only be able to accept your application if you replace your boiler. We may also be unable to accept your application if your existing system does not comply with the latest building regulations. Please note that the initial survey and boiler service is still chargeable.

## Where to find the price for the products:

The price of the Heat:Plan product will be as detailed in your application and cover schedule. The prices of other services provided by us which are outside of your Heat:Plan product will be as detailed on our website (these are subject to change at any time) or as otherwise notified to you.



# Discounts & Benefits On Standard Products & Services

All Heat:Plan customers are entitled to a range of discounts on our standard products and services, including the indicative discounts in the table below:

\*Prices shown are for example purposes only

Product	Cost	Discount Price	Saving
Install a system filter	£299.00*	£250.00*	£49.00*
Install Smart Thermostat	£180.00*	£150.00*	£30.00*
Annual service of unvented Cylinder / Tank (to be carried out at the same time of the annual boiler service visit)	£60	£40	£20
Annual service of gas fire (to be carried out at the annual boiler service visit)	£90	£54	£36
Annual service of Water Heater (to be carried out at the annual boiler service visit)	£90	£54	£36
Flush & Filter – Power Flush of system up to 12 rads and fit system filter	£650	£570	£80
Cleanse & Filter – Magna Cleanse system and fit system filter	£380	£340	£40
Inhibitor Added at time of the boiler service	£65	£40	£25

Replacement Boiler Loyalty bonus of being a continued heatplan customer (1-3 years)	£200
Replacement Boiler Loyalty bonus of being a continued heatplan customer (3-6 years)	£250
Replacement Boiler Loyalty bonus of being a continued heatplan customer (6 + years)	£300
Discount towards replacement of a new hot water cylinder or tank or for upgrading from a Vented HotWater Cylinder to an Unvented Hot Water Cylinder.	£200

## Discounted call-out & labour rates:

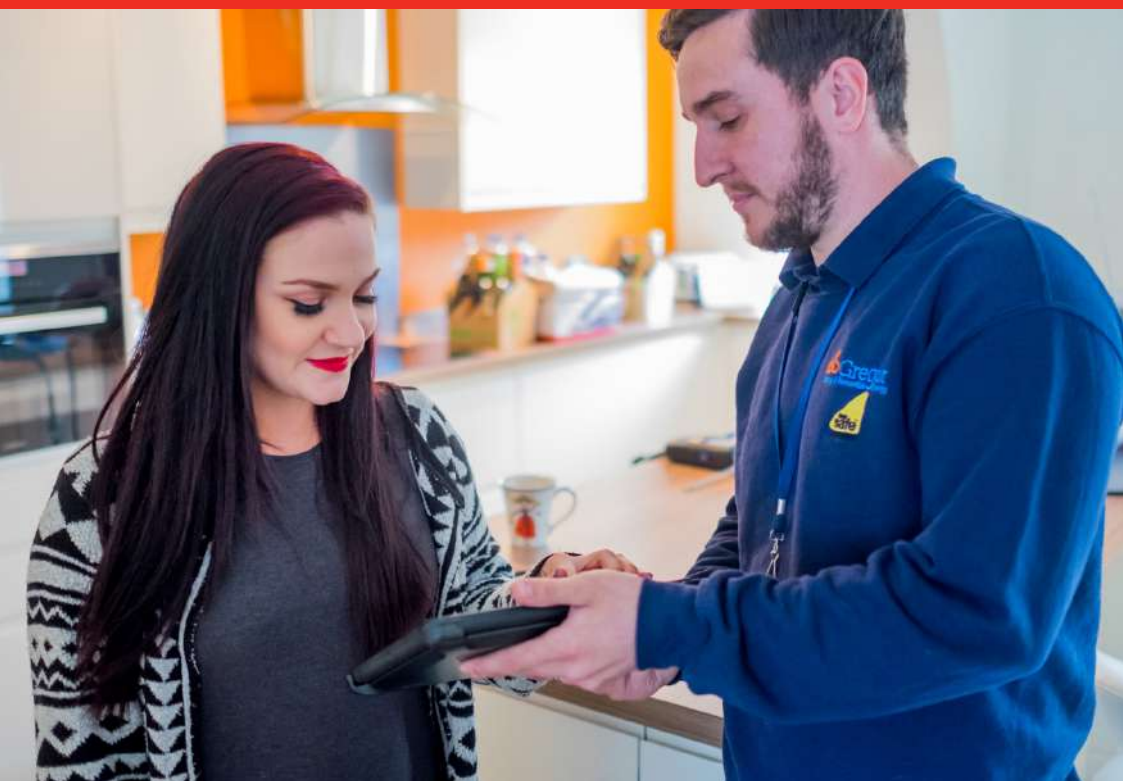
All labour rates are discounted by 15%





# What Is Included In The Heat:Plan Products

Over the subsequent pages, each of our Heat:Plan products are explained. The product you choose will determine what is included and the services we provide to you, and it must be read in conjunction with our general exclusions section. The Heat:Plan product chosen will be as detailed on your cover schedule.





# What Is Included In The Heat:Plan Products

## Service Plans Only:

### Appliance Type

- Gas
- Oil
- LPG
- Heat Pump
- Solar Thermal

### Service Features

- Annual Appliance Service and System Health Check
- Safety Certificate
- Access to our Emergency Call-Out Service 24/7, and to our helpline

### Please note:

- All call-outs are chargeable; however, these will be discounted as per the chart of Discounts and Benefits on Standard Products and Services (see above) when you are an active and valid Heat:Plan customer
- Solar Thermal Inspection, Safety Check, & Boiler Service are as a package combined
  - If Glycol is required or identified at the time of service, then this is an additional charge
- Servicing on renewables apply only if we installed the appliance ourselves or we have been servicing it previously.  
For all installations unknown to us, we can do an initial call-out at a fee, to assess if the system is up to standard and / or we are able to service it. If for whatever reason we cannot carry out the service, we will give you 10% back from the initial call-out fee.
- Discounted labour rates are available for call-out and repairs as per the Discounts & Benefits section



# What Is Included In The Heat:Plan Products

## Service Plus (Gas Boiler Only):

This gives total peace of mind to customers whose boiler is typically within the manufacturer's warranty / guarantee period but who want cover for their central heating and hot water system only.

### Service Features

- Annual Boiler Service and System Health Check
- Safety Certificate
- Unlimited Emergency Call-Out Service 24/7, and helpline for your system only
- Central Heating and Hot Water System Maintenance & Repair (please note general exclusions)
- Heating Controls (excluding any SMART mobile connectivity controls such as Hive or similar)
- Unlimited Call-outs (please read in accordance with general exclusions)
- Radiators and system controls
- Repairs and Maintenance of central heating expansion tank and cold water storage tank (which would normally be sited in the loft space)

### Please note:

- We cover your Hot Water Cylinder breaking down, loss of hot water or repairable water leaks.
- In the event that your Hot Water Cylinder leaks and is in our opinion beyond repair, a new replacement will be required. We will assess what is required and provide a quotation to complete the work. Your Heat:Plan product does not cover the full replacement cost of a new cylinder but includes a discount of £200 towards one.



# What Is Included In The Heat:Plan Products

## Service Plus (Gas Bolier Only):

### Radiators:

We will use reasonable endeavours to keep your systems well-maintained and clean:

- If during the Term your radiator leaks or becomes blocked and we are unable to unblock it, we will fit a replacement radiator of a similar size.
- If we replace your radiator, we will, where possible, replace it on a like-for-like basis in respect of design and heat output. However, please note decorative, designer, and towel rails radiators **are not** covered under any Heat:Plan product. Where you require a replacement decorative radiator, we will discuss with you the price and the amount you will need to contribute. If we do install a decorative radiator, we only accept responsibility for our workmanship, not any manufacturing faults in the radiator itself.

### This package does not include the following:

- Any repairs or breakdowns that happen within the first 14 days of the product start date
- System Filter Replacement
- Repairs to Boiler Pipework (exposed pipework only - please read in accordance with general exclusions)
- Boiler Flue (we will however carry out a visual inspection during annual service, subject to its accessibility, i.e. we would not be able to carry this out if flue has been boxed in)
- Boiler Controls such as any mobile connectivity devices / controls such as Hive or similar
- Heating Controls such as any SMART mobile connectivity controls such as Hive or similar
- Boiler Repair (full parts and labour – this is the manufacturer's responsibility while your boiler is under its warranty period)



# What Is Included In The Heat:Plan Products

## Heat:Plan 1 (Gas Boiler Only)

Customers whose boiler is outside the manufacturer's warranty / guarantee period and who want peace of mind if something does go wrong with their boiler only.

### Service Features

- Annual Boiler Service and System Health Check
- Safety Certificate
- Unlimited Emergency Call-Out Service 24/7, and helpline for your boiler only
- Boiler Repair (Full Parts and Labour)
- Boiler Controls (excluding any mobile connectivity devices / controls such as Hive or similar)
- Boiler Flue (inspected annually during service and whilst carrying out boiler repairs, which is subject to accessibility, i.e., if a flue has been boxed in, it would be deemed unsafe if permanent access to inspect the entire flue isn't provided – usually by means of inspection hatches)
- Repairs to Boiler Pipework (exposed pipework only - please read in accordance with general exclusions)
- Unlimited Callouts (please read in accordance with general exclusions)

### Please note: This package does not include the following

- System Filter Replacement
- Heating Controls
- Replacement or repair of Radiators
- Repairs and maintenance of central heating expansion tank and cold-water storage tank (which would normally be sited in the loft space)
- Any repairs to inaccessible and / or concealed heating system pipework, i.e. underfloor pipes, pipes in walls, pipes concealed in duct, etc. (please read in accordance with general exclusions)
- Any repairs or breakdowns that happen within the first 14 days of the product start date



# What Is Included In The Heat:Plan Products

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## Heat:Plan 2 (Gas Boiler Only)

Gives total peace of mind to customers whose boiler is outside the manufacturer's guarantee period and who want cover for their boiler, central heating and hot water systems.

### Service Features

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- Annual Boiler Service and System Health Check
  - Safety Certificate
  - Unlimited Emergency Call-Out Service 24/7, and helpline for your Boiler and system
  - Boiler Repair (Full Parts and Labour)
  - Central Heating and Hot Water System Maintenance & Repair (please note general exclusions)
  - Heating Controls (excluding any SMART mobile connectivity controls such as Hive or similar)
  - Boiler Controls (excluding any mobile connectivity devices / controls such as Hive or similar)
  - Boiler Flue (inspected annually during service and whilst carrying out boiler repairs, which is subject to accessibility, i.e. if a flue has been boxed in, it would be deemed unsafe if permanent access to inspect the entire flue isn't provided – usually by means of inspection hatches)
  - Repairs to Boiler Pipework (exposed pipework only - please read in accordance with general exclusions)
  - Unlimited Call-outs (please read in accordance with general exclusions)
  - Radiators
  - System Filter Replacement
  - Repairs and Maintenance of central heating expansion tank and cold water storage tank (which would normally be sited in the loft space)
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# What Is Included In The Heat:Plan Products

## Heat:Plan 2 (Gas Boiler Only)

### Please Note:

We cover your Hot Water Cylinder breaking down, loss of hot water, and repairable water leaks.

In the event that your Hot Water Cylinder leaks and is in our opinion beyond repair, a new replacement will be required. In this circumstance, we will assess what is required and provide a quotation to complete the work. Your Heat:Plan product does not cover the full replacement cost of a new cylinder, but includes a discount of £200 towards one.

### Radiators:

We will use reasonable endeavours to keep your systems well-maintained and clean:

- If during the Term your radiator leaks or becomes blocked and we are unable to unblock it, we will fit a replacement radiator of a similar size.
- If we replace your radiator, we will, where possible, replace it on a like-for-like basis in respect of design and heat output. However, please note decorative, designer, and towel rails radiators **are not** covered under any Heat:Plan product. Where you require a replacement decorative radiator, we will discuss with you the price and the amount you will need to contribute. If we do install a decorative radiator, we only accept responsibility for our workmanship, not any manufacturing faults in the radiator itself.



# Visiting You

## Annual service

Wherever possible, we will send you or your authorised contact a letter or text message, or we'll call you, to arrange your annual service. However, ultimately it is your responsibility to ensure that the appliance is serviced annually.

If you are not at the property when our engineer visits, we won't try again and won't refund the cost of any potential missed visit fees incurred (please refer to the price list for more details). You can still contact us at any time to rebook it. Your annual service may be more, or less, than 12 months after your last service visit. In periods of high demand for our services (such as extreme cold weather), we prioritise breakdowns and may need to rearrange your annual service visit.

## Tenants or letting agents arranging visits

Your tenants or letting agents can call us directly to arrange an engineer's visits. In this scenario, it remains the landlord's responsibility to obtain any job sheets or advice that the engineer leaves with that person.

## Reasonable timescales

We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit. During epidemics or pandemics, we will adhere to government guidelines concerning restriction of non-essential travel, and may have to reschedule your repair or visit until such time as the restrictions have been eased.

## What are the conditions for accessing your home?

We will only enter your home to carry out the work required if there is someone aged 18 or older present at all times during our visit. It is your responsibility as the contract holder to ensure that our engineers have access to a safe working environment at your home on pre-planned visits (this includes our engineers' own risk assessments).





## Visiting You

### What if you are unable to access my Home?

If the visit is pre-planned and we are unable to access your home, we will be unable to provide the services to you, and you will need to arrange another appointment with us. If you fail to arrange a further appointment, your contract will continue without any breach on our part.

### What if you are unable to access my home on more than one occasion?

If we undertake two failed attempts to access your home for reasons other than as a result of your own actions, we reserve the right to charge a Missed Visit fee (please refer to our price list for more details). We also reserve the right to terminate our contract in accordance with this document.

## Repairs

### All repairs relate to:

- A single natural gas or Liquid Petroleum Gas boiler on your property, that's designed for home use and has a heat output capacity of up to 70kW;
- The room-sealed flue up to one meter in length

**Repairs (such as to your boiler heat exchanger)** that are required due to a build-up of limescale, sludge or other debris, where power flushing or a similar cleaning procedure is required, are not included within any of our Heat:Plan products. We will advise you if the system needs to be power-flushed or similar, and provide you with a preferential cost (for being a Heat:Plan customer) for us to undertake the works.



# General Exclusions

These terms are relevant and in accordance with building regulations at the time of printing (June 2022), and may be subject to changes in line with any legislation updates .

The following are excluded from our Heat:Plan products and the services we will provide to you as a Heat:Plan customer, and we will not be responsible or liable:

- Commencing and / or continuing services where we reasonably consider that there is a Health and Safety risk, including: the presence of hazardous materials; infestations; or harassment of our personnel. We will not recommence work until the Health and Safety risk has been rectified to our satisfaction and we deem it a safe working environment
- Removing asbestos associated with repairing the appliance or system. If asbestos has been identified or is known within your property, which could impact our ability to carry out any necessary repairs to the appliance or system, it is your responsibility to inform us by law and provide a clean-air certificate, prior to starting any works
- Communication connections: We're not responsible for your internet connection or the data transmission to or from any boiler, appliance, device or control system, and we're not responsible for repairing or replacing any network hub, smart speaker or voice-controlled equipment, or any smart functionality - for example, connectivity to or from your wall thermostat or radiator valves and mobile devices
- A request for a repair which occurs outside the Term
- A request for a repair where the Home is deemed to be Empty
- If your product includes replacing appliances that are deemed beyond repair, our engineer will estimate how old any affected appliance is and its viability to replace. If you disagree, you'll need to show us one of the following: the original from-new receipt, a dated guarantee, or proof of when the appliance was first installed



# General Exclusions

- Third-party and accidental damage including but not limited to the costs of repairs relating to damage caused by you or someone else
- Indirect losses or damage caused by the breakdown: unless we are responsible for it, we will not include loss or damage to your home caused by the boiler or system covered by the Heat:Plan product breaking down or leaking (for example, damage to furniture / carpets caused by water leaks etc.)
- Normal insured risks including but not limited to the cost of repairing faults or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood, earthquake or storm. You should check your household insurance to make sure you have enough cover for these risks
- Replacing appliances other than those specified in your Heat:Plan product Cover (e.g . brassware to kitchen, bathroom or shower fixtures)
- Improvements and cosmetic damage including work that is needed to bring your system up to current standards and improvements such as system upgrades
- Deliberate damage or misuse: we won't repair or replace any parts that have been deliberately damaged or misused. Our engineer will use their expert judgement to determine how the damage was caused
- Appliances that have been added to the heating system by a third-party contractor
- Call-outs due to operator error
- Replacing your existing boiler
- Repairing or replacing extended flues
- Repairing or replacing any flue that isn't part of your boiler



# General Exclusions

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- Replacing parts where our engineer determines that it is beyond economical repair or the parts are now obsolete
- Removing sludge or hard-water scale from the boiler or system (power flushing is not included in our products but can be provided and charged for as a separate service)
- Replacing or topping up your system inhibitor unless we've drained it
- Replacement and repair of concealed, buried or inaccessible covered pipework
- Any builders work or reinstatement works associated with your Heat:Plan product (such as removing pipework boxed in or buried in wall etc) services
- Replacement of Vented or Unvented Hot Water Cylinders
- Pre-existing boiler / system design faults including but not limited to the costs of repairs resulting from design faults or faults that are existing before Term in connection with your boiler and water system, unless the faults have occurred as a result of our negligent actions.
- Resetting controls - for example, thermostats and programmers - following changes due to winter or summer times
- Repairing faults or clearing physical blockages (blockages such as debris, sludge and scale, but not air locks) if we have told you that permanent repairs or improvements are needed to make sure your appliance or system works properly. We will only tell you this if, in our expert opinion, it is necessary



# General Exclusions

- Carrying out any repairs to any central heating system pipework made of lead, steel or iron
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity, or water (utility) service supply
- Gas / Wet Central Heating System does not include: general plumbing of domestic hot and cold pipework or drainage supplies; or any non-domestic heating or hot water systems; or any form of solar thermal systems or underfloor heating pipework or underfloor heating systems
- If there is no internal stopcock and we are reliant on the external water supply stopcock, then if we can't turn off the external water supply stopcock to your home to complete your repair, it's up to you to get your water supplier to turn it off
- Any repairs to additional appliances such as gas fires, water heaters etc. are not covered within any of the Heat:Plan products
- Repairs on renewables: if the technology has not been installed by us and serviced annually, an initial visit and call-out at a fee is applicable. During the visit, the engineer will assess if the system is up to standard, and then we will provide a quotation to undertake any necessary work
- Please note no repairs will be undertaken within the first 14 days of the contract



# General Conditions

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## Who will your contract be with:

Our contract will be with you as the individual who submitted the application and who is named on and has signed the cover schedule. No-one other than you can benefit from this contract.

## We only provide services within our Geographical Limits:

Our brochure and marketing material is solely for the promotion of our services in our Geographical Limits. Our Geographical Limits will be considered prior to undertaking your Initial Survey and service. Unfortunately, we do not accept applications from addresses outside our Geographical Limits.

## How long will you provide the Heat:Plan Product to me for?

We will supply the Heat:Plan product until the Term expires or you end the contract or we end the contract by written notice to you as described in this document.

## How can I renew my Heat:Plan Product?

We will write to you up to three months before the expiry of the Term to arrange your boiler service. If you pay by direct debit, your contract with us will automatically renew unless you notify us that you want to end the contract, or we end the contract by written notice to you as described in this document.

## Landlord packages:

Please note that to benefit from discounted landlord packages, all properties and products must be running concurrently.



# General Conditions

## **We are not responsible for delays outside our control:**

If our service to you under our Heat:Plan products 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 that we do this, we will not be liable for delays caused by the event.

## **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 products to you, for example: details in respect of your boiler and system history. 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 or false information, we may either end the contract 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 providing services late if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

## **What happens if I do not follow your safety advice?**

Our engineers may advise you from time to time that permanent repairs or improvements are needed to ensure your system works safely and complies with regulations in place at the time. If you do not follow this advice, we may be unable to provide you with the services under your Heat:Plan product until this work has been carried out. Your contract will continue to run for the remainder of the Term unless you cancel the contract or we cancel the contract in accordance with this document. Or exclusions will be put in place.



# General Conditions

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## **We are responsible to you for foreseeable loss and damage caused by us:**

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but 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.

## **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; and liability for fraud or fraudulent misrepresentation.

## **When we are liable for damage to your home:**

If we are providing services in your home, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your home that we discover while providing the services.

## **We are not liable for business losses:**

We only supply our Heat:Plan products and services in connection with them for domestic and private use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.





# General Conditions

## Keeping us up to date:

It's your responsibility to keep us informed of any changes to your contact details including telephone number, address or email. If you move from your home to a new address, you should contact us as soon as possible to notify us of this change. We will then cancel your existing plan. We would love for you to continue our services in your new home; however, we will need to carry out an Inspection Survey of your new home at a cost (please refer to the price list) before we enter into a new contract with you. If your boiler or heating system isn't approved, then we will only be able to offer you the Heat:Plan Service-only package.

## Missing payments

Before we book your repair or visit, we may ask you to pay any missing or outstanding payments due. If you don't pay us money you owe, we or our agents will contact you to recover the money. You agree we can take action to recover money that you owe, including by:

- Using money you've paid us under another contract or account, even if that account is for a different property
- Using money that we owe you (for example any credit balance you have with us)
- Selling your debt to a third party



# General Conditions

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## **When you must pay and how you must pay:**

We accept payment with all major credit and debit cards except American Express. Payment for your Heat:Plan product will be due yearly on the anniversary of your contract by debit card, credit card or direct debit. If you have opted to pay on a monthly basis by direct debit, we will collect the payment on or around the date you have chosen. Please note that if your direct debit bounces, we will allow you up to 14 days to rectify this before freezing your Heat:Plan cover

## **We can charge a late payment fee if you pay late:**

If you do not make any payment to us by the due date, we will charge you a late payment fee of £10 for each month or part thereof that the payment remains outstanding. You must pay this late payment fee together with any overdue amount.

## **What to do if you think an invoice is wrong:**

If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay the late payment fee until the dispute is amicably resolved. Provided that the invoice was correct once the dispute is resolved, we will charge you the late payment fee in accordance with this document.



# Your Rights To Make Changes

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If you wish to make a change to the Heat:Plan product you have chosen, please contact us. If it is possible, we will let you know about any changes to the price of the product and when this will be applied, or anything else which would be necessary as a result of your requested change, and will ask you to confirm whether you wish to go ahead with the change. If we cannot make the change, or the consequences of making the change are unacceptable to you, then you may opt to end the contract.

## Who can benefit from this agreement?

Nobody other than you can benefit from our agreement with you.

## Cash in lieu

No cash alternative is applicable - we won't offer you cash instead of carrying out an annual service, repairs or replacements.



# Your Rights To End The Contract

## You can always end your contract with us.

Your rights when you end the contract will depend on how we are performing and when you decide to end the contract. Different rights will apply in the following two circumstances:

- If you want to end the contract because of something we have done or have told you we are going to do, see detailed section below;
- If you have just changed your mind about the Heat:Plan product, you may be able to get a refund if you are within the cooling-off period, but this will be subject to deductions which includes the initial survey and boiler service

## Ending the contract because of something we have done or are going to do:

If you are ending a contract for any of the four reasons set out below, the contract will end immediately, and we will refund you for the remainder of the Term:

- a. We have told you about an upcoming significant change to the Heat:Plan product or to these terms, to which you do not agree
- b. We have told you about an error in the price or description of the Heat:Plan product you have ordered and you do not wish to proceed;
- c. There is a risk that supply of the services in respect of the Heat:Plan product may be significantly delayed because of events outside our control;
- d. We have done something wrong – in this circumstance, you have a legal right to end the contract



# Your Rights To End The Contract

## **Exercising your right to change your mind (Consumer Contracts Regulations 2013):**

Where you have entered into a contract with us off-premise, you have a legal right to change your mind within 14 days ('the cooling-off period') and receive a refund.

## **Ending the contract where 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, you can still end the contract before expiry of the Term, but you may have to pay us compensation. If you want to end a contract before expiry of the Term where we are not at fault and the period where you had the right to change your mind has expired, just contact us to let us know. The contract will end at the end of the month in which we are notified of your wish to cancel. We will refund you for the remaining months that are left in respect of the Term. If we have carried out any work under your Heat:Plan product prior to you ending this contract, we will charge a 'Cancellation Fee' to cover the cost of the services provided to you up to a maximum of £200. If you pay for your Heat:Plan product by direct debit, there will be an administration charge (please refer to the price list) for cancellation of your Direct Debit in addition to the Cancellation Fee.

## **You must compensate us if you break the contract:**

If we end the contract in the situations set out in the document, then we will refund any money you may have pre-paid for the remainder of the term less any Cancellation Fees which apply in respect of services provided. If you have not pre-paid enough money to cover any Cancellation Fees due, then they will be separately charged to you



# How To End The Contract With Us (Including If You Have Changed Your Mind)

## **Tell us if you want to end the contract:**

To end the contract with us, please let us know by doing one of the following:

### ● **Phone or email**

Call customer services on 0117 958 2575 or email us at [heatplan@gregorheating.co.uk](mailto:heatplan@gregorheating.co.uk). Please provide your name, home address, details of your customer number, and, where available, your phone number and email address.

### ● **By post**

Fill in the form at the back of these terms, and post it to us at Unit 1- 2 Willcock House, Southway Drive, Warmley, Bristol, UK, BS30 5LW. Or simply write to us at this address, including details of your customer number and your name and address.

## **How we will refund you :**

We will refund you any prepaid monies we owe you by the method you used for payment. However, we may make deductions from the price if a Cancellation Fee is due.

## **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, in accordance with this document.



# Our Rights To Make Changes

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## Minor changes to the services.

### We may change our products or services:

To reflect changes in relevant laws and regulatory requirements, and to implement minor adjustments and improvements. These changes will not affect the services provided to you.

### More significant changes to our products / services and to these terms:

In addition, we may make changes to your product, but if we do and we consider these to be significant or likely to have detrimental effect on the service to be provided to you, then we will notify you.

### Changes to Pricing:

We may amend the prices of our products or services from time to time. However, any changes to our pricing, products, or discounted rates after the start of your contract in accordance with this document will be notified to you in advance of the proposed changes taking effect.



# Our Rights To End The Contract

We may end the contract if you break it. We may end the contract at any time by writing to you if:

- You do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due.
- 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 to you under your Heat:Plan product.
- You do not, within a reasonable time, allow us access to your home to supply the services or there have been three abortive calls.
- You provide us with false information.
- You move from your home and, on carrying out an Inspection Survey at the new home, we inform you that we are unable to continue to provide you with the Heat:Plan product.
- You move from your home and fail to notify us of your new address in accordance with this document.
- Your boiler or system has a pre-existing fault.
- Despite our efforts, we are unable to find spare parts for your boiler / system.
- We deem your home to be an unfit or unsafe environment for our engineers.
- We have advised that permanent repairs or improvements are needed to make sure your boiler or system works properly, and you do not follow our advice within a reasonable period of time. This may include advising you to replace your boiler or system.

## We may withdraw the Heat:Plan products:

We may write to you to let you know that we are going to stop providing the product. We will let you know at least 30 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products that will no longer be provided.





## If There Is a Problem

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### How to tell us about problems:

If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on 0117 958 2575, email us at [heatplan@gregorheating.co.uk](mailto:heatplan@gregorheating.co.uk), or send us a letter by post to The Administration Manager, Gregor Heating & Renewable Energy, Unit 1-2 Willcock House, Southway Drive, Warmley, Bristol, BS30 5LW.

### How we deal with your problems:

We deal with your problems very seriously and have a thorough procedure in place in line with our ISO accreditation. Any complaints received are logged on our CRM system. You will be contacted and informed about the next steps, and we will carry out, as far as reasonably possible, a full investigation to reach a resolution with you.

## How We May Use Your Personal Information

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We will use the personal information you provide to us:

- To supply the Heat:Plan product services to you;
- To process your payments; and
- If you agreed to this during the application process, to give you information about similar products and services that we provide, but you may stop receiving this at any time by contacting us.
- We will only give your personal information to third parties where the law either requires or allows us to do so.



## Other Important Terms

### We may transfer this agreement to someone else:

We may transfer our rights and obligations under these terms to another organisation. Where reasonably possible, we will always tell you in writing if this happens, or contact you to let you know if we plan to do this.

### You need our consent to transfer your rights to someone else:

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

### Nobody else has any rights under this contract:

This 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 these terms.

### If a court finds part of this contract illegal, the rest will continue in force:

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining paragraphs will remain in full force and effect.

### Even if we delay in enforcing this contract, we can still enforce it later:

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this 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 Heat:Plan product, we can still require you to make the payment at a later date.

### Which laws apply to this contract and where you may bring legal proceedings:

These terms are governed by English law, and you can bring legal proceedings in respect of the products in the courts of England and Wales.



GET IN TOUCH

0117 958 2575

[heatplan@gregorheating.co.uk](mailto:heatplan@gregorheating.co.uk)

[www.gregorheating.co.uk](http://www.gregorheating.co.uk)

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