

- 13.2 All engineers will show an identification badge on arrival and if you wish, you may also telephone us on 0845 600 2266 to confirm the engineer's identity. Cost of calls to this number may vary so please check with your operator for exact charges.
- 14. OUR RESPONSIBILITY**
- 14.1 We will exercise reasonable care and skill in carrying out the Work and shall make every effort to ensure that the Work and any parts used during the Work will be of satisfactory quality.
- 14.2 We shall carry out the Work in accordance with all relevant laws and regulations and in accordance with the manufacturer's instructions and guidelines.
- 14.3 Following completion of the Work we will:-
- 14.3.1 at your request provide you with details of the checks and results of all tests carried out during the Work and provide you with a record of the Work and CP6 form or CP12 form or equivalent as appropriate;
- 14.3.2 update your gas boiler, System and/or gas appliance (as applicable) log book or Benchmark Certificate (if available) to record that the Work has been carried out;
- 14.3.3 provide any certificates relating to the Work, including electrical certificates, which must be provided to you by law;
- 14.3.4 leave your gas boiler, appliance and/or System (as applicable) and its surrounding area in a clean, tidy and safe condition;
- 14.3.5 remove and dispose of any rubbish or old parts replaced during the Work. If we dispose of your old parts or other materials at your request, we shall not be liable to pay you for them.
- 15. YOUR RESPONSIBILITY**
- 15.1 It is your responsibility to ensure that:-
- 15.1.1 all facilities and supplies required to carry out the Work (including your property's earthing and the supply of gas, water and electricity) are supplied or installed at your property and are in good working order;
- 15.1.2 all the necessary consents and permissions required to carry out the Work have been obtained;
- 15.1.3 you have given us all relevant, correct and up to date information to ensure that we are able to carry out the Work;
- 15.1.4 your property is safe for us to carry out the Work and you shall remove any dangerous material from your property such as asbestos. If any asbestos is removed from your property you shall provide us with a copy of the clearance certificate. Failure to provide this certificate may cause delays and/or prevent us from carrying out the Work.
- 16. EXCLUSIONS AND LIABILITY**
- 16.1 We shall not be liable for:-
- 16.1.1 the cost of replacing your gas boiler, System and/or gas appliance;
- 16.1.2 any costs resulting from your failure to follow the manufacturer's instructions;
- 16.1.3 any costs or loss of income that you may incur as a result of any change of appointment date or time;
- 16.1.4 the repair or redecoration (and costs associated thereto) of any part of your property (including its fabric or fixtures and fittings) reasonably affected during the carrying out of the Work;
- 16.1.5 any diminished or reduced performance or functionality or failure of any part of the System or gas boiler or gas appliance following your decline to have any remedial work carried out or any parts or equipment relating to your gas boiler, System and/or gas appliance installed at your property following our advice or as a result of any factor beyond our reasonable control.
- 16.2 We shall not be liable for any failure to your gas boiler, gas appliance and/or System which occurs:-
- 16.2.1 following the Work, unless such failure has been caused by our negligence or was reasonably foreseeable by us;
- 16.2.2 as a result of a factor beyond our reasonable control including (without limitation) any variation to your gas or electricity supply or inadequate water supply.
- 16.3 We will not accept liability for any losses you incur that:- (i) were not reasonably foreseeable to you and/or us; (ii) were not caused by any default, negligence, act or omission on our part or that of our employees, engineers or subcontractors; and (iii) are business losses or that are incurred as an indirect consequence of the event which led to your claim (for example alternative accommodation costs).
- 16.4 Nothing in these Conditions affects any statutory rights that you may have as a consumer in relation to the products and/or services that we provide to you or excludes or limits any liability for death or personal injury resulting from our negligence or for fraud or any other liability which cannot be excluded or limited by law.
- 17. NOTICES**
- If you need to provide us with written notice in accordance with these Conditions you should send the notice to npower hometeam, Customer Relations Department, Willow House, 328a Wetmore Road, Burton On Trent, DE14 1SP.
- 18. OUR RIGHT TO ASSIGN AND SUBCONTRACT**
- We reserve the right to assign or sub-contract any of our obligations contained in the Contract, including the carrying out of the Work to another provider of similar services provided that we shall not assign our obligations under this Contract if this would prejudice your rights under it.
- 19. DATA PROTECTON**
- 19.1 We will use the information you give us, or which we legally receive from another organisation or person, to set up and manage your account with us. We may share it with all relevant industry organisations based on agreed industry processes. We may use it and share it with any npower group company to:

- 19.1.1 help us identify you so we know who we are talking to;
- 19.1.2 supply you with the Work;
- 19.1.3 set up and otherwise manage your account, including collecting debts and improving our service to you;
- 19.1.4 help prevent and detect fraud or loss;
- 19.1.5 assess risk, carry out marketing (unless you have opted out) or market research, statistical analysis, test systems, improve the way that we run your accounts (including quality assurance) and analyse your account history; and
- 19.1.6 train staff and monitor our services. This may mean that we record our conversations or our correspondence with you to make sure we are providing you with a good service and to make sure we keep to our legal and regulatory obligations.
- 19.2 We may pass information about you to our agents and service providers for these purposes. This may involve passing your information outside of the European Economic Area (EEA) to countries that do not have the same data protection standards as we do in the UK. If we, or our agents and service providers, do this, we will make sure that it happens with the relevant legal protection in place. If we are asked, we may pass your information on for regulatory purposes to Ofgem (or any organisation which takes over Ofgem's role), or as part of a government data-sharing initiative. In addition, we may share your information with relevant trade bodies (including GAS SAFE REGISTER™) and all other associated bodies who may need to pass these details on to the relevant body to comply with Building Regulations or other regulatory requirements and/or in order to carry out the Work and any after sales services.
- 19.3 We may search the files of credit-reference agencies who will record the search. We may share information about how you deal with your account with other financial institutions, with credit-reference agencies and with fraud prevention agencies. We may use this information to help us assess your ability to pay our bills and to make decisions about the products and services that we offer you.
- 19.4 We may use and record information about you or a member of your household. We may pass this information to social services, or to other organisations such as Help the Aged if you are in danger of being cut off supply of electricity and/or gas and we believe you may need extra help. You or a member of your household may need this extra help as a result of your (or their) health, age, disability or financial circumstances.
- 19.5 If you have given us your mobile phone number or email address (or both), we may use the information to send you service messages or other similar information (by text message or email). The aim is to help us manage your account. We will not use the information for marketing purposes unless you have agreed that we can. You must let us know if your mobile phone number or email address changes so that we can keep this information up to date.
- 19.6 We will release your account details to any organisation we may transfer our rights or responsibilities to under this Contract.
- 19.7 You are entitled to see the personal information that we hold about you at any time. (If you write to, email or phone us and ask to see this information, it is known as a subject access request.) You may do this by calling us on 0845 602 6363 or by emailing customer.data@npower.com or by writing to: Data Protection SARs Team, npower, Building Tio 2, Ground Floor, Traynor Way, Off Shotton Lane, Peterlee, County Durham, SR8 2RU. When we receive your request we will send you a form to fill in and you will have to pay a fee of £10. If you do not return the form or pay the £10 fee, we will not be able to deal with your request.
- 20. COMPLAINTS PROCEDURE**
- We aim to provide you with a high standard of customer service, however if at anytime you are not satisfied with any part of the service that we have provided to you, please contact the npower hometeam Customer Relations Department on 0845 155 0060 or write to us at npower hometeam, Customer Relations Department, Willow House, 328a Wetmore Road, Burton On Trent, DE14 1SP and we shall do our very best to resolve any problems. Cost of calls to this number may vary so please check with your operator for exact charges.
- 21. GENERAL**
- 21.1 If on any occasion either you or us agrees to take no action against the other even after the other has failed to comply with these Conditions, that party should not assume that the other will do the same on another occasion.
- 21.2 We may vary these Conditions at any time and shall notify you of such change as soon as reasonably possible. Where the variation is of significant disadvantage to you, you may cancel the Contract by notifying us in writing within 7 working days after we have sent you the notification of the variation and we shall refund to you any part of the Price already paid by you. The variation shall not apply to a Contract which has been cancelled.
- 21.3 Other than yourself, we do not intend that any other person can benefit from the Contract.
- 21.4 These Conditions and the Contract are subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

# Things you need to know

(before your engineer starts work)

npower hometeam, PO Box 7660 Burton on Trent, DE14 9FX  
Tel: 0845 600 2266 | www.npower.com/hometeam

† Calls may be monitored and recorded for training and security purposes. Calls from BT landlines will be charged up to 5p per minute.

The price of calls may vary with other operators. Please check with your operator for exact charges.

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# The small print

It's the little things that make a big difference. You really need to know the ins and outs, so we've put them in this handy little leaflet for you. Please keep it safe in case you need it in future.

## TERMS AND CONDITIONS FOR GAS SERVICE AND REPAIRS

- OUR AGREEMENT**

These terms and conditions ('Conditions') apply to the **Contract** between you and us. Please read them carefully before we carry out the **Work**. Words which appear in bold type throughout these Conditions have the meanings which are set out below:-

  - "**Contract**" means the contract between you and us to carry out the **Work**, which shall include these Conditions and the 'Notice of Right to Cancel' contained in the "Working to Keep you Warm" folder.
  - "**Price**" means the price of the **Work** as notified to you by us at the time the **Contract** is made.
  - "**System**" means your central heating system and parts including the gas boiler together with the pump, motorised valves, cylinder thermostat, time, temperature and pressure controls, radiators valves, pipe work, hot water cylinder, feed and expansion tank and primary flueing, but not including radiators.
  - "**we/us/our**" means Npower Northern Limited (company number 3432100) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB.
  - "**Work**" means a service and/or repairs and/or a Landlord's gas safety inspection and/or any additional product set out in these Conditions to be provided under the **Contract**.
- THE CONTRACT**
  - The **Contract** covers the carrying out of the **Work** by us in accordance with these Conditions and is made at the time you agree to the **Work** being carried out by us and we notify you of our acceptance to carry out the **Work**.
  - Before we are able to enter into the **Contract** with you to carry out the **Work**, we shall require information about your gas boiler, **System** and/or gas appliance (as applicable to the **Work**). You shall ensure that the information provided by you is true and correct.
  - We shall carry out the **Work** at a date agreed with you.
  - You agree to pay the **Price** upon agreement of the **Contract** (unless otherwise stated in these Conditions or agreed with us). Payments may be made by credit card, debit card or cheque. If you require a receipt please request one.
- ELIGIBILITY**
  - To enable us to carry out any **Work**, the following eligibility criteria shall apply:-
  - Your gas boiler, **System** and/or gas appliance (as applicable to the **Work**) must:-
    - run on mains supplied natural gas or liquid petroleum gas (LPG) only;
    - be used for domestic purposes and not used for commercial purposes;
    - have been installed and maintained according to the manufacturer's guidelines;
    - comply with and meet all relevant laws, regulations and standards;
    - be easily accessible and located in a safe, well lit and well ventilated area;
    - not exceed 238,850 BTU/HR 70 KW input.
  - Your gas boiler must be a domestic conventional boiler, combination boiler or back boiler.
  - We are unable to carry out any **Work** on any gas boiler, **System** or gas appliance which is situated in mobile homes, detached out-houses, barns, properties owned by Housing Associations or Councils where there is a tenancy agreement in place, properties of four or more stories in height (not including any basement), or in properties used for commercial purposes or any gas boilers which service swimming pools.
  - We reserve the right to decline to carry out any **Work** on your gas boiler, **System** and/or gas appliance for such reason as we deem reasonably appropriate or where the carrying out of the **Work** would in our reasonable opinion pose a risk to the engineer's health and safety or to the health and safety of others.
  - We are only able to carry out **Work** at properties which are situated in postcodes that we cover. We will tell you if your postcode is not within an area that we cover prior to any contract being made.
- APPOINTMENTS**
  - We shall agree a date to carry out the **Work**. Our engineers normally work during the hours of 8.30am and 4.30pm Monday to Friday. Any appointment arranged at your request outside of these hours or during a weekend, may incur a charge in addition to the standard cost.
  - All appointment dates and times are subject to availability and may be subject to change. We will do all we reasonably can to meet appointments agreed with you but if we are unable to carry out the **Work** on the agreed date and/or time we will contact you to arrange another appointment.
  - If you wish to reschedule an appointment, you must notify us before 4pm on the working day (that being any day other than a Saturday, Sunday or bank holiday) prior to the agreed appointment date. In the event that an appointment is rescheduled or cancelled after 4pm on the working day prior to the agreed appointment date, we reserve the right to make an additional charge or retain a fair and reasonable proportion of the payment already made by you as a contribution towards any losses or costs that we suffer as a result, subject to your right to cancel as explained at paragraph 12.1 In addition, if you cancel the **Contract** and

we have ordered parts to carry out the **Work**, we reserve the right to retain a fair and reasonable proportion of the payment already made by you as a contribution towards any losses or costs that we suffer as a result, unless the cancellation has taken place within your cancellation period. Please see paragraph 12.1.

- We shall require access to your property to carry out the **Work**. If we cannot gain access to your property on the agreed date we will contact you to arrange another appointment. In the event of more than one failed attempt to gain access to your property, we may cancel the **Contract** and shall be entitled to retain a fair and reasonable proportion of the payment already made by you as a contribution towards any losses or costs that we suffer.

## SERVICE

- This paragraph 5 shall only apply where the **Contract** is for the carrying out of a Service on your gas boiler, **System** and/or gas appliance.
- Upon arrival at your property, the engineer will check to ensure that your gas boiler, **System** and/or gas appliance (as applicable) is eligible for a Service (please see paragraph 3 above). Please note that we shall only be able to carry out a Service where your gas boiler, **System** and/or appliance is in full working order. If the engineer discovers that your gas boiler, **System** and/or appliance is not eligible for a Service or is not in full working order, we may cancel the **Contract** and shall refund to you any part of the Price already paid by you, subject to paragraph 12.4.
- The Service shall not include any repairs or remedial work (or associated parts) that need to be carried out on your gas boiler, **System** and/or gas appliance.
- If before or during the Service, the engineer identifies a fault with your gas boiler, **System** and/or appliance, we will notify you and may offer you a solution to remedy the fault for an additional charge, under the Time and Materials (Pay As You Go) repair product, set out in paragraph 7.8(7)(B).
- If the engineer identifies a fault with your gas boiler, **System** and/or appliance, we will still complete the Service, so far as possible, if you require us to do so.
- If we are unable to complete the Service due to the fault, we will arrange for the Service to be completed once the fault has been rectified. If the Service cannot be carried out or you do not wish for the Service to be carried out at this stage, we may cancel the **Contract** and shall refund to you any part of the Price already paid by you, subject to paragraph 12.4.
- The **Price** to carry out a service shall include the call-out charge, labour and value added tax at the current rate at the date of the **Contract** per gas boiler or gas appliance being serviced. If there are additional gas appliances at your property that you require or need to be serviced which were not originally included in the Price, a further charge will be made. Any additional costs referred to in paragraph 4 and elsewhere in these Conditions shall be in addition to the Price.
- Additional charges may be payable if the service requires the purchase of mandatory manufacturers service parts.

## LANDLORD'S GAS SAFETY INSPECTION

- This paragraph 6 shall apply where the **Contract** is for the carrying out of a Landlord's Gas Safety Inspection.
- During a Landlord's Gas Safety Inspection we shall:-
  - check your gas boiler and/or gas appliance to ensure that it is operating safely and efficiently;
  - advise you of the condition of your gas boiler and/or gas appliance and make recommendations for any remedial work (where appropriate);
  - anything else as required by law to be carried out during a Landlord's Gas Safety Inspection.
- As landlord of the property, it is your responsibility to ensure access to the property at the date agreed with us to carry out the **Work**. If you cannot be there at the date agreed with us, it is your responsibility to ensure your tenant or someone else is available to provide access to the property. If we are prevented from accessing the property, paragraph 4.4 may apply.
- Upon arrival at the property, the engineer will check to ensure that your gas boiler and/or gas appliance is eligible for a Landlord's Gas Safety Inspection (please see paragraph 3 above). Please note that we shall only be able to carry out a Landlord's Gas Safety Inspection where your gas boiler and/or gas appliance is in full working order. If the engineer discovers that your gas boiler and/or gas appliance is not eligible or is not in full working order, we may cancel the **Contract** and shall refund to you any part of the Price already paid by you, subject to paragraph 12.4.
- The **Price** of the Landlord's Gas Safety Inspection shall include the inspection of up to three gas appliances, being your gas boiler and up to two other gas appliances in the same property, call-out charge, labour, the provision of the CP12 form and value added tax at the current rate at the date of the **Contract**. There will be no deduction to the **Price** if there are less than three items that are to be inspected. If there are additional boilers or appliances in the property that need to be inspected in order to complete the safety inspection, additional charges will be payable.
- The Landlord's Gas Safety Inspection shall not include any repairs or remedial work (or associated parts) that need to be carried out on your gas boiler and/or gas appliance.
- If before or during the inspection, the engineer identifies a fault with your gas boiler and/or gas appliance, we will notify you and may offer you a solution to remedy the fault for an additional charge, under the Time and Materials (Pay As You Go) repair product, set out in paragraph 7.8(B).

- If the engineer identifies a fault with your gas boiler and/or gas appliance, we may not be able to complete the inspection.
- If we are unable to complete the inspection due to the fault, we will arrange for the inspection to be completed once the fault has been rectified. If the inspection cannot be carried out or you do not wish for the inspection to be carried out at this stage, we may cancel the **Contract** and shall refund to you any part of the Price already paid by you, subject to paragraph 12.4.
- We cannot accept any instruction or authorisation from your tenant (whether on your behalf of not) to carry out any additional work at the property.

## REPAIRS

- This paragraph 7 shall only apply where the **Contract** is for the carrying out of repairs on your gas boiler, **System** and/or gas appliance (as agreed).
- We shall carry out the repairs as soon as possible. The **Price** for the repairs shall not include the servicing of your gas boiler, **System** or gas appliance.
- Upon arrival at your property the engineer will check to ensure that your gas boiler, appliance or **System** (as applicable) is eligible for the repairs (please see paragraph 3 above). If the engineer discovers that your gas boiler, appliance or **System** (as applicable) is not eligible for the Repairs, we may cancel the **Contract** and shall refund to you any part of the **Price** already paid by you, subject to paragraph 12.4.
- If we need to order any parts, we may need to arrange further appointment(s) with you to carry out the repairs.
- We reserve the right to use whatever parts we deem to be appropriate for the repairs. If the required parts are no longer available, paragraph 8 shall apply.
- Parts to be used in the repairs may be delivered to your property prior to the relevant appointment date and you must make the necessary arrangements to accept delivery of such parts and take reasonable and proper care of any parts delivered to you. If you cancel your **Contract** after delivery of parts to your property, you must make them available for collection by us.
- If we are unable to fix your gas boiler, **System** or gas appliance (as applicable) we shall refund the **Price** to you unless we have been unable to repair your gas boiler, **System** or gas appliance (as applicable) because:-
  - the gas boiler, **System** or gas appliance (as applicable), in our opinion, is beyond economic repair;
  - an additional payment is required from you to complete the repair work and/or additional work is required to be carried out (which is outside the scope of the repair product) and you do not consent to pay such additional payment and/or consent to have the additional work carried out;
  - the fault has been caused by the negligence of or is the responsibility of a third party;
  - upon inspection, no fault is found;
  - the repairs cannot be carried out due to health and safety issues or where we have been unable to access the property due to your fault;
  - remedial work is required to be carried out by a third party before any repairs to the gas boiler, **System** or gas appliance (as appropriate) can be carried out;
  - you have breached any of these Conditions.

- BEYOND REPAIR**

If the fault identified by the engineer reveals that your gas boiler, and/or appliance and/or **System** (as applicable) is beyond repair (economic or otherwise) or where any parts required are no longer available we may cancel the **Contract**. If you require, we may provide you with a quotation for the installation of a new gas boiler, gas central heating system or other gas appliance as appropriate (subject to availability). If you wish to proceed with such installation you will need to enter into a new contract with us. Terms and conditions for our installation service are applicable and available upon request by calling 0800 0722 999.
- UNSAFE SITUATION**

In the event that the engineer considers your gas boiler, **System** and/or gas appliance to be unsafe, they shall attach the appropriate warning label to your gas boiler, **System** and/or gas appliance (as applicable) and shall take reasonable steps and any required by law to make your gas boiler, **System** and/or gas appliance safe. This may include disconnecting any gas supply to your gas boiler, **System** and/or gas appliance and/or your property. In this instance we shall notify you of any action taken by the engineer, the relevant safety procedures and what you need to do to make it safe. We shall not be liable for any loss or costs incurred or suffered as a result of our engineer's lawful actions carried out in accordance with this paragraph.
- UNSAFE SITUATION**
  - In the event that the engineer considers your gas boiler, **System** and/or gas appliance to be unsafe, they shall attach the appropriate warning label to your gas boiler, **System** and/or gas appliance (as applicable) and shall take reasonable steps and any required by law to make your gas boiler, **System** and/or gas appliance safe. This may include disconnecting any gas supply to your gas boiler, **System** and/or gas appliance and/or your property. In this instance we shall notify you of any action taken by the engineer, the relevant safety procedures and what you need to do to make it safe. We shall not be liable for any loss or costs incurred or suffered as a result of our engineer's lawful actions carried out in accordance with this paragraph.

- We offer two repair products as follows:-

## (A) FIXED PRICE REPAIR

The **Price** provided to you under the Fixed Price Repair shall include the call-out charge, labour, parts and value added tax at the current rate at the date of the **Contract** up to the value of £600.

If the engineer identifies that the cost of the repairs (including call-out, labour, parts and value added tax) required exceed the value of £600 we may provide you with a quotation for the additional work under the Time and Materials (Pay As You Go) repair product, set out below.

You shall not be entitled to the Fixed Price Repair for any repairs or remedial work to your gas boiler, **System** and/or gas appliance where you have already received a quotation from us or any third party for any repairs or remedial work required to your gas boiler, **System** and/or gas appliance or where our engineer has already inspected your gas boiler, **System** and/or gas appliance (as applicable), regardless of whether that quotation has expired or not.

We shall not be able to carry out any repairs or remedial work to the heat exchanger in your gas boiler, the hot water cylinder or radiators in your **System** or any blockages to your **System** under the Fixed Price Repair, however, we may be able to offer you an alternative repair solution under the Time and Materials (Pay As You Go) product, set out below.

## (B) TIME AND MATERIALS (PAY AS YOU GO)

We may provide you with a quotation to carry out repairs under this Time and Materials (Pay As You Go) product where:-

- you contracted with us to carry out a service or Landlord's Gas Safety Inspection on your gas boiler, **System** or gas appliance and before or during the service or Landlord's Gas Safety Inspection the engineer identifies a fault or recommends the carrying out of remedial works to your gas boiler, **System** and/or gas appliance (as applicable);
- the **Contract** is for a Fixed Price Repair and the engineer identifies that the repairs required exceed the value of £600;
- the engineer identifies that your gas boiler, **System** and/or gas appliance is not eligible for a Fixed Price Repair;
- prior to carrying out any of the **Work** the engineer identifies upgrading or improvement work which needs to be carried out to ensure that your

gas boiler, **System** and/or gas appliance complies with relevant laws, regulations and standards to enable us to carry out the **Work**;

- you requested a quotation from us to carry out repairs on your gas boiler and/or appliance and/or **System** under the Time and Materials (Pay As You Go) product.

We shall provide you with a quotation for the repair work in accordance with our current price list at the time of quotation. The quotation shall be valid for 30 days.

If you have requested the repair work to be carried out under this Time and Materials (Pay As You Go) product, you will be asked to pay an amount prior to our engineer attending, which shall include the call-out charge, the first half hour's labour, parts and value added tax at the current rate at the date of the **Contract**. If we provide you with a quote under this product, whilst our engineer is already at your property to carry out work relating to a different product, you will not be charged a call-out fee.

If additional labour or parts are required to carry out the repairs under this product, which were not included in the original amount already paid by you, we shall inform you of this before commencing with the repair work and we shall provide you with an additional quotation.

If you request us to proceed with the quotation, the additional work specified in the quotation shall form part of the **Contract** and the cost of such additional work will be due from you prior to or at the time of completion of the **Work** (as we shall require). For the avoidance of doubt, where we have provided you with a quotation where the value of the repair work is in excess of £600, the total cost of the work shall be the **Price** of the Fixed Price Repair plus the balance stated on the quotation in excess of £600. We shall not be required to carry out any of the additional work set out in the quotation until payment has been received in full.

If you do not wish to accept the quotation, we shall not be required to carry out any of the **Work** and may cancel the **Contract**. If we cancel the **Contract** in accordance with this paragraph, we shall refund to you any part of the **Price** paid by you, subject to paragraph 11.4.

## 8. BEYOND REPAIR

If the fault identified by the engineer reveals that your gas boiler, and/or appliance and/or **System** (as applicable) is beyond repair (economic or otherwise) or where any parts required are no longer available we may cancel the **Contract**. If you require, we may provide you with a quotation for the installation of a new gas boiler, gas central heating system or other gas appliance as appropriate (subject to availability). If you wish to proceed with such installation you will need to enter into a new contract with us. Terms and conditions for our installation service are applicable and available upon request by calling 0800 0722 999.

## 9. UNSAFE SITUATION

In the event that the engineer considers your gas boiler, **System** and/or gas appliance to be unsafe, they shall attach the appropriate warning label to your gas boiler, **System** and/or gas appliance (as applicable) and shall take reasonable steps and any required by law to make your gas boiler, **System** and/or gas appliance safe. This may include disconnecting any gas supply to your gas boiler, **System** and/or gas appliance and/or your property. In this instance we shall notify you of any action taken by the engineer, the relevant safety procedures and what you need to do to make it safe. We shall not be liable for any loss or costs incurred or suffered as a result of our engineer's lawful actions carried out in accordance with this paragraph.

If you smell gas or detect a leak, you should telephone the National Gas Emergency Service immediately on 0800 111 999.

## 10. ADDITIONAL PRODUCTS

### A) MagnaClean™

(i) This paragraph shall apply where the **Contract** includes the fitting of a 'MagnaClean™' filter.

(ii) The **Price** to carry out the fitting of the 'MagnaClean™' filter shall include the call-out charge, labour, parts, materials and value added tax at the current rate at the date of the **Contract** for each filter fitted in your property. If there are additional gas boilers or appliances at your property which you would like to be fitted with a MagnaClean™ filter and were not included in the original **Price**, a further charge will be made, which must be paid prior to the **Work** commencing.

(iii) Upon arrival at your property, the engineer will check to ensure that your gas boiler, **System** and/or gas appliance (as applicable) is eligible for the fitting of a MagnaClean™ filter (please see paragraph 3 above). We shall only be able to fit the MagnaClean™ filter where your gas boiler, **System** and/or gas appliance is in full working order.

(iv) If before or during the fitting of the MagnaClean™ filter, the engineer discovers that your gas boiler, **System**, and/or gas appliance is not in full working order and/or identifies a fault with your gas boiler, **System** and/or gas appliance (as applicable), we will notify you and may offer you a solution to remedy the fault for an additional charge, under the Time and Materials (Pay As You Go) repair product.

(v) If the engineer identifies a fault with your gas boiler, **System** and/or gas appliance, we may still fit the MagnaClean™ filter, so far as possible, on your request.

(vi) If we are unable to fit the MagnaClean™ filter due to the fault, we will arrange for the fitting to be completed once the fault has been rectified. If the MagnaClean™ filter cannot be fitted or you do not wish for it to be fitted at this stage, we may cancel the **Contract** and shall refund to you any part of the **Price** already paid by you for this product, subject to paragraph 12.4.

### B) Wireless Room Thermostats

(i) This paragraph shall apply where the **Contract** is for the fitting of a wireless room thermostat ("WRT").

(ii) We shall provide you with a **Price** to carry out the fitting of a WRT depending upon the amount of radiators in your property and the **Price** shall include the call-out charge, parts, labour and value added tax at the current rate at the date of the **Contract**. If additional thermostats are required which were not included in the original **Price**, a further charge will be made, which shall be payable prior to the **Work** commencing.

(iii) Upon arrival at your property, the engineer will check to ensure that your **System** is eligible for a WRT (please see paragraph 3 above). We shall only be able to carry out the fitting of a WRT where your gas boiler is in full working order.

(iv) If before or during the fitting of a WRT, the engineer discovers that your gas boiler is not in full working order and/or identifies a fault with your gas boiler, we will notify you and may offer you a solution to remedy the fault for an additional charge, under the Time and Materials (Pay As You Go) repair product. If the engineer identifies a fault with your gas boiler, and we cannot complete the WRT until the fault has been rectified and we shall cancel the **Contract** and refund to you any part of the **Price** already paid by you for this product, subject to paragraph 12.4.

### C) Thermostatic Radiator Valves

(i) This paragraph shall apply where the **Contract** is for the fitting of thermostatic radiator valves ("TRVs").

(ii) We shall provide you with a **Price** to carry out the installation of the TRVs depending upon the amount of radiators in your property and the **Price** shall include the call-out charge, labour, parts and value added tax at the current rate at the date of the **Contract**. If you require additional TRV's to be installed at your property which were not originally included in the **Price**, a further charge will be made, which must be paid prior to the **Work** commencing.

(iii) Upon arrival at your property, the engineer will check to ensure that your **System** is eligible for TRV's to be installed (please see paragraph 3 above). We shall only be able to carry out the fitting of a TRV where your **System** is in full working order.

(iv) If before or during the installation of the TRVs, the engineer discovers that your **System** is not in full working order and/or identifies a fault with your **System**, we will notify you and may offer you a solution to remedy the fault for an additional charge, under the Time and Materials (Pay As You Go) repair product.

(v) If the engineer identifies a fault with your **System**, we will still complete the installation of the TRVs, so far as possible, on your request.

(vi) If we are unable to complete the installation of the TRVs due to the fault, we will arrange for the installation to be completed once the fault has been rectified. If the installation cannot be carried out or you do not wish for the installation to be carried out at this stage, we may cancel the **Contract** and shall refund to you any part of the **Price** already paid by you for this product, subject to paragraph 12.4.

### D) Inhibitor

(i) This paragraph shall apply where the **Contract** is for the addition of an inhibitor to your **System**.

(ii) We shall provide you with a **Price** to carry provide and add an inhibitor to your **System** depending upon the amount of radiators in your property and the **Price** shall include the call-out charge, labour, parts and value added tax at the current rate at the date of the **Contract**. If you require an additional inhibitor to be added to your **System** which was not originally included in the **Price**, a further charge will be made, which must be paid prior to the **Work** commencing.

(iii) Upon arrival at your property, the engineer will check to ensure that your **System** is eligible for an inhibitor to be added (please see paragraph 3 above). We shall only be able to carry out the fitting of an inhibitor where your **System** is in full working order and that it is in full working order.

(iv) If before or during the addition of the inhibitor, the engineer discovers that your **System** is not in full working order and/or identifies a fault with your **System**, we will notify you and may offer you a solution to remedy the fault for an additional charge, under the Time

and Materials (Pay As You Go) repair product.

(v) If the engineer identifies a fault with your **System**, we will still complete the addition of the inhibitor, so far as possible, upon your request.

(vi) If we are unable to add the inhibitor to your **System** due to the fault, we will arrange for this to be completed once the fault has been rectified. If it cannot be carried out or you do not wish for the inhibitor to be added at this stage, we may cancel the **Contract** and shall refund to you any part of the **Price** already paid by you for this product, subject to paragraph 12.4.

## 11. GUARANTEE

In the event that parts used during the **Work** are defective, we shall rectify and make good the fault at no additional cost to you, subject to the exclusions set out in these Conditions. We may repair, modify or replace any defective parts at our discretion.

The repairs to your gas boiler, **System** and/or gas appliance (as applicable) shall be guaranteed for 12 months from the date of the repairs. No extension will be given to the guarantee period.

This guarantee will not cover:-

11.3.1 any faults arising following the repairs and/or where such faults are not our responsibility. Please see the exclusions set out at paragraph 15;

11.3.2 faults which arise as a result of any failure by you or an appointed third party to follow all relevant laws, regulations and standards and the manufacturer's instructions or guidelines (including instructions on servicing, repair and maintenance);

11.3.3 design faults;

11.3.4 faults arising from wilful damage caused to or misuse of your gas boiler, **System** and/or gas appliance or any fault which is a result of fair wear and tear.

11.3 Should a fault that is covered by this guarantee occur during the 12 month guarantee period, you should contact us immediately by calling 0800 3163 999 and we shall endeavour to rectify the fault. This guarantee is for your benefit only and is not transferable.

11.4 In the event that following completion of the **Work** a third party, at your request, (unless authorised by us in advance) carries out repairs or remedial work to your gas boiler, **System** and/or gas appliance (as applicable), we shall not be liable in any event for the cost of such repairs or remedial work under this guarantee or otherwise.

11.5 Any other guarantee or warranty provided by a manufacturer in relation to parts and/or equipment used during the **Work** shall be the responsibility of that manufacturer. The manufacturer's terms and conditions shall apply.

11.6 Nothing in the guarantee affects your statutory rights as a consumer in relation to the products and/or services that we have provided to you. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

## 12. RIGHT TO CANCEL

### Your Right to Cancel

12.1 You may cancel your **Contract** (unless you have agreed to any part of the **Work** commencing before the 14 day period expires) within 14 days following receipt of these Conditions by:-

- writing to us at npower hometeam, Willow House, 328a Wetmore Road, Burton On Trent, DE14 1SP ; or
- by phoning us on 0800 0722 999; or

**You acknowledge and understand that you may be required to pay for any Work we have carried out with your agreement, prior to the expiry of the 14 day cancellation period.**

**For further information on your right to cancel, please see the 'Notice of the Right to Cancel' provided to you.**

### Our Right to Cancel

12.2 In addition to our rights stated elsewhere in these Conditions, we may cancel the **Contract** if:-

12.2.1 any information you have provided to us is false and/or negligently incorrect and such information affects the carrying out of the **Work**;

12.2.2 you have failed to pay the **Price** or any additional amounts payable by you in accordance with these Conditions;

12.2.3 we discover that your gas boiler, gas appliance and/or **System** and/or the **Work** is not covered by the **Contract**. Please see paragraph 3 above;

12.2.4 any parts required to carry out the **Work** are no longer available or in our reasonable opinion your gas boiler, gas appliance and/or **System** is beyond repair, economically or otherwise;

12.2.5 we are unable to carry out the **Work** or are prevented from carrying out the **Work** or a substantial part of it due to something which is beyond your or our reasonable control (including, without limitation, any health and safety issues).

12.3 In the event that we cancel the **Contract** in accordance with paragraph 12.2.3, 12.2.4 or 12.2.5, we shall refund to you any part of the **Price** already paid by you.

12.4 In the event that we cancel the **Contract** as a result of paragraph 12.2.1 we shall be entitled to retain a fair and reasonable proportion of the **Price** already paid by you as a contribution towards any losses or costs that we suffer as a result of such cancellation.

## 13. ENGINEERS

13.1 We shall only use engineers to carry out the **Work** on our behalf who are employed by us or have been approved by us and who are suitably and properly qualified to carry out the **Work**.