

It is important for your benefit and protection that you read these terms and conditions. These, together with any changes we notify you about (at renewal or otherwise), form your agreement with us. We intend to rely on the terms and conditions set out in this document.



## 1) DEFINITIONS

- a. **Parts:** All Geminox boiler components within the boiler casing are covered, except the burner and heat exchanger unless Gemtex supplied the original equipment or covered under the Platinum or Gold plan.
- b. **Plan:** this contract of services.
- c. **Product:** A Geminox boiler protected by this plan which is either a THI, THRs or ZEM (this only includes the parts inside the boiler casing; it does not include the flue).
- d. **C.o.R.E:** Care of Related Equipment. This provides up to 1-hour labour to attend to faults outside of the Boiler if it is related equipment that is preventing your Boiler or Heating or Hot water system from correct operation. If Gemtex attend to your property and there is no fault with the Boiler and the fault lies elsewhere we will aim to fix the issue. If the work requires more than 1-hour we will advise of the costs before we commence work and obtain your authorisation of the charges. If the work is specialist work we will either provide you with a quotation or advise of a suitable specialist who can perform the works. Any parts used under C.o.R.E will be chargeable.
- e. **We/Us/Our:** Gemtex heating Solutions Limited.

## 2) ELIGIBILITY

- a. You must be at least 18 years old and resident in the United Kingdom to be eligible. Your product must be in good working order when this plan starts. Your boiler must not be a commercial or industrial grade boiler, such as one with more than 200,000 BTU/ HR 58.6Kw input and/or output. It cannot be located on a boat or in a mobile home.

## 3) CONTRACT OF SERVICES

- a. This plan is not categorised as an insurance product and therefore insurance regulation does not apply. This plan is a contract of services and is governed by UK laws and regulations concerning service contracts.

## 4) CONDITIONS

The following conditions apply to this plan:

- a. You must provide us with any information that we request when you apply for the plan. All information you give must not be false, exaggerated or misleading;
- b. Your product must have been installed, maintained and used in accordance with the manufacturer's instructions;
- c. Your product must be owned by you and kept only for domestic use;
- d. Your product must be used in a private home, occupied by a single household (at the address you gave to us).
- e. Your product must be easily accessible and meet all relevant safety standards and be safe to work on.
- f. You must allow us to carry out a validation and condition inspection service before entering on to one of our Gold, Silver or Bronze plans. If your boiler is considered suitable, the amount paid on this service will contribute to the service plan which you are eligible for and the service carried out will be considered as your annual service under the chosen plan. If your boiler is not deemed suitable for your requested plan, we may offer to bring your boiler up to the required standard, if we are to do this then the parts fitted, and the service will not contribute to the plan and will be charged separately. You will then be eligible for the plan requested. If not approved for any of our plans, then you will only pay the cost of the inspection service and any parts fitted.
- g. The Platinum plan will only be available for boilers supplied by Gemtex Heating Solutions Limited, providing they have also been annually serviced by us too and deemed suitable for the plan.

## 5) YOUR OBLIGATIONS

- a. You must arrange any work required to make your product accessible and compliant with all relevant safety standards and safe to work on, e.g. you will be responsible for carrying out work required to fix a gas leak.
- b. Where you have requested services from us, you must also notify us if such work is required, let us know when it has been completed and provide us with the relevant certification (if applicable). We won't provide our services until you have fulfilled these obligations.

*If you do not comply with the conditions and the eligibility requirements above or do not fulfil your obligations above, we reserve the right to end your plan.*

## **6) WHAT THIS PLAN INCLUDES**

### **a. BREAKDOWN**

If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, our customer services team or service engineer will try to resolve the problem over the telephone. If we are not able to resolve the problem, we will then authorise our engineer to carry out your repair, subject to these terms and conditions.

### **b. FOR ALL PLANS: ANNUAL SERVICE**

Your plan includes a check of your boiler carried out to statutory requirements and in accordance with the manufacturer's recommendations (an annual service). We will also replace up to 1 litre of inhibitor if applicable as part of this service.

### **c. LIMITS OF THE PLAN**

There is no limit to the number of repairs you can request, unless your plan ends, for example, following the write-off of your product (see 'What happens if your product is written-off?' below).

### **d. THE PLAN LIMIT**

If we approve a repair or a replacement (or a contribution towards a replacement), the plan limit is the most we'll pay in total for repairs and/or towards a replacement for the product. The plan limit is £1,500. See 'Repairs and write-offs' below to find out how we calculate what you can receive under this plan limit.

## **7) SPECIAL CONDITIONS**

- a. See plan document for any special conditions relating to your plan.

## **8) IMPORTANT INFORMATION ABOUT REPAIRS**

- a. If your product breaks down, you must take reasonable steps to limit damage, e.g. stop using it if this is likely to cause further damage and contact us at the earliest opportunity.
- b. To request a repair please contact us as soon as possible by telephone or e-mail. The telephone and e-mail will be shown on your plan document.
- c. If we attend site to replace a waterside component within the boiler under the plan, we will test the water quality to determine if this is a possible cause of the fault. If it is deemed unsatisfactory, then we will issue you a report detailing our findings. Any further waterside components which may fail will become chargeable unless we have received proof that the water quality issues had been resolved. If these issues are not resolved by the renewal date of the plan, then you will not be eligible for renewal and your plan will end.

## **9) REPAIRS AND WRITE-OFFS**

- a. We will give you a credit toward the cost of a new Geminox boiler if a repair is required on your product, but:
  - I. we cannot repair it;
  - II. we cannot obtain the spare parts to repair it;
  - III. the repair cost would exceed the cost of the current purchase price of a new product; or repairing it would exceed the plan limit (see 'Limits of the plan' above),
- b. The credit will be for 10 % of the cost of the replacement boiler only.
- c. All credits will be redeemable for a like for like replacement boiler.
- d. Under this plan you will not receive a replacement boiler and we will therefore not be responsible for any installation or delivery costs.

## **10) WHAT HAPPENS IF YOUR PRODUCT IS WRITTEN-OFF?**

- a. If we decide to write-off your product and to give you credit towards its replacement, your plan will end immediately.
  - I. If your premium was paid in full, a pro rata credit will be issued for each full month left on the plan.
  - II. If paying monthly, no further payments will be taken
- b. For a credit settlement, we will deduct any fee outstanding for the duration of your plan from the credit settlement.

## **11) EXCLUSIONS**

Unless they are listed under the 'Special conditions' section or the 'What this plan includes' section, the following are excluded from our plans, and we will not pay for repairs which relate to:

- a. Damage during delivery, installation or transportation of the product by a third party who is not our agent.
- b. Replenishment of more than 1 litre of inhibitor.
- c. If your home is within the Congestion Zone you will be required to pay the Congestion Charge and any related parking costs for each visit we make.
- d. Any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on a product.
- e. Replacement or recall of the product (or any part) by a supplier or the manufacturer.
- f. Modifying or making a product comply with legislation, work on the product that is only required due to legislation changes or making it safely accessible.
- g. Your failure to follow the manufacturer's instructions.
- h. Any problem with the supply of electricity, gas or water.
- i. Costs arising from difficulties in getting to the equipment. This includes, but not limited to, pipe work under floor boards or pipe work contained in the fabric of the building or removal of fixings.
- j. Costs or loss arising from not being able to use your product or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment).
- k. Accidental damage to the boiler or any other property or possessions, unless it is our fault.
- l. Cosmetic damage such as damage to paintwork, dents or scratches.
- m. Any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals, plants or trees.
- n. Any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses)
- o. Any appliance not registered under the plan.
- p. Repairs, maintenance work, or use of spare parts, where not approved by us.
- q. Commercial or business use including use by charities, not-for-profit organisations, local government or other such similar organisations (unless we agree to the use in writing beforehand).
- r. Fraud or attempted fraud, or where the condition of the product is not consistent with the request you made.
- s. The cost of replacing any items and accessories intended to be replaceable including: external fuses, batteries, rechargeable batteries, power cells, filters, cables and cable joints, plugs, light covers, grills, external piping

## **12) SPECIAL EXCLUSIONS**

In addition to the 'General exclusions' above, the following are excluded from our plans, and we will not pay for repairs which relate to:

- a. Any work arising from hard water scale deposits in the system.
- b. Labour charges outside normal working hours and after the 1<sup>st</sup> hour under the C.O.R.E promise.
- c. Sludge or blockages (including carrying out a power flush).
- d. Normal operation or adjustment of the product controls (except following an approved repair under this plan), any water pressure adjustments on sealed systems (except those connected with a repair approved under this plan), the clearing of airlocks or the balancing and venting of radiators.
- e. Work on anything not part of the product, for example, below ground or non-visible pipework, energy management systems, unvented pressurised cylinders, convector heaters, kick space heaters, towel heaters/rails, radiators, underfloor heating, heat pumps, shower pumps, immersion heaters, solar panels, fuel lines to the boiler and the flue systems from the boiler, the cold water supply tank, its feed or outlet, taps, any pipework, controls or other parts associated with any of these items.
- f. Work on non-standard visible pipework (i.e. greater than 1 inch or 2.5cm in diameter).
- g. Work on multi boiler and multizone controls
- h. Work where the removal or disturbance of hazardous material (e.g. asbestos) is required.
- i. Issuing a CP12 (gas safety certificate).
- j. Arrangement of your product replacement.

### **13) PAYING YOUR FEE**

- a. If you pay the monthly fees (inclusive of all applicable taxes) by Direct Debit, you must make regular payments in accordance with the 'Payments schedule' set out in your plan documentation. If we are unable to collect a payment from your bank we may attempt to request payment again unless you advise us otherwise. When you have paid the monthly fees by Direct Debit for the number of consecutive months shown in the 'Payments schedule', if the initial plan period has not yet expired, no further payment will be taken for the remainder of the initial plan period, unless and until your plan renews for a further period (see 'Duration and renewal of your plan' below).
- b. If instead you choose to pay all the fees for the period in advance in one payment, you must pay this amount (inclusive of all applicable taxes) before the plan will start.
- c. If you do not pay for your plan on time, it will be suspended from the due date. Any requests for repairs past this date will not be considered for approval unless payment is received.
- d. If you owe any money for a callout not covered by the Plan, we reserve the right to cancel the plan if the account is not settled within 14 days.
- e. We may use a collection agency to recover any amount owing to us.

### **14) DURATION AND RENEWAL OF YOUR PLAN**

- a. The initial plan period begins on the 'start date' and continues until the 'renewal date', as specified in your certificate (unless ended in accordance with these terms and conditions).
- b. Before your plan ends, we will write to you about renewing. Your renewal notice will show the new amount to pay. The fee payable may increase at renewal.
- c. If you pay by Direct Debit, each year your protection will automatically continue for another year with a new plan at renewal, unless you tell us otherwise. Unless you have advised otherwise, the renewal fee will again be collected from your specified bank account, to ensure you are always protected.
- d. If you pay by any other means, you will need to make payment for your plan to continue.
- e. A cooling off period (lasting 14 days from renewal of the plan or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your plan.
- f. We reserve the right not to offer you a renewal on your plan.

### **CANCELLATION AND ENDING OF THE PLAN**

#### **15) COOLING OFF PERIOD — CHANGING YOUR MIND**

1. The 'cooling off period' is the fourteen (14) day period from receipt of your documentation or from the plan start date, whichever is later.
2. If you change your mind during the cooling off period, you can cancel your plan and we'll refund any fee paid.
3. We will also give you these rights during your manufacturer's parts and labour guarantee period.
4. If your plan automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your plan or bring it to an end' below).

#### **16) AFTER THE COOLING OFF PERIOD**

If you cancel your plan after the cooling off period and after the manufacturer's parts and labour guarantee period, then the following will apply:

- a. If you have received a repair, no refund will be given and you will have to pay the cost of the repair. This will be capped at the plan limit amount (less any fees you have already paid in the current period).

#### **17) HOW TO CANCEL**

If you wish to cancel your plan, please contact our customer service team on 01256 587800. You can also cancel by writing to us at the address specified in the 'Customer services details' section. If you are paying by Direct Debit and tell your bank to cancel your Direct Debit Instruction, but do not contact us first, we will not immediately cancel your plan.

**18) OUR RIGHT TO CANCEL YOUR PLAN OR BRING IT TO AN END**

- a. If you fail to comply with certain conditions and obligations (see 'Important conditions and your obligations' above) we may bring your plan to an end and we won't provide any further services to you under the plan. You must pay us for any call-out and repair costs we have incurred in the current period.
- b. We reserve the right to cancel your plan by giving you fourteen (14) days' notice.
- c. In each case, we'll confirm any such ending or cancellation of the plan in writing to the last address you gave us.

**19) TRANSFERRING YOUR PLAN TO A NEW OWNER**

- a. With our permission, you may transfer your plan to a new owner of the product by giving us their details either over the telephone or in writing. We will then send the new owner a transferral form which will need to be completed before we can transfer the plan. The boiler must remain at the same property and location as detailed on the plan to be transferred. You cannot transfer it to any other appliance (except for replacements of your product provided under a manufacturer's guarantee).

**20) CHANGES TO THESE TERMS AND CONDITIONS**

We may modify or replace these terms and conditions in order to:

- a. Comply with the law, regulations, industry guidance or codes of practice;
- b. Rectify errors or ambiguities; and
- c. Reflect changes in the scope or nature of the protection provided to you.

We will give you thirty (30) days' written notice of any change that could have a material effect on your rights or obligations. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the plan by notifying us within that notice period and you will receive a pro rata refund of any payments that you have made for the unexpired period of your plan.

**21) IMPORTANT DATA PROTECTION INFORMATION**

Gemtex Heating Solutions Limited and its business partners will use your information (which you or others have provided to us) to provide the requested service and for administration (including the recovery of any amounts owing, where applicable), marketing, market research, customer surveys, regulatory reporting, to check and verify your identity and analytics and testing purposes. We, may use your information provided to tell you about any offers, products or services which may be of interest to you. You may therefore be contacted by mail, telephone, email and/or other electronic messaging services unless you have asked not to be.

**22) EXCLUSION OF THIRD PARTY RIGHTS**

This plan is only for your benefit. No rights or benefits will be given to any other third party under the plan.

**23) GOVERNING LAW AND STATUTORY RIGHTS**

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

**24) CUSTOMER SERVICES DETAILS**

For customer services: call 01256 587800, write to us at Gemtex Heating Solutions Limited, Unit 3 The Glenmore Centre, Fancy Road, Poole, BH12 4FB, email us directly at [info@gemtex.co.uk](mailto:info@gemtex.co.uk), or by clicking on 'contact us' on our website: [www.gemtex.co.uk](http://www.gemtex.co.uk).

Lines are open, at a minimum, from 8:30am to 5:00pm, Monday to Friday (except public holidays).

**25) HOW TO COMPLAIN**

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above).

**26) COMPANY INFORMATION**

These plans are provided by:

Gemtex Heating Solution Ltd  
Unit 3 The Glenmore Centre,  
Fancy Road,  
Poole,  
BH12 4FB