

Baxi Customer Support

Annual Services

Terms & Conditions

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

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

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

"Annual Service" means an appliance service according to the service schedule detailed in the installation and service manual supplied with your appliance, or as described by our Customer Service agent when you contact Baxi Customer Support. The basic objective of an Annual Service is to perform standard safety checks on the appliance. Annual Services are only completed on appliances that are in good working order. Annual Services do not include the cost of repairs to faulty appliances or the replacement of parts.

"Appliance" means the boiler, cylinder or other Baxi Heating product in respect of which you request the Annual Service;

"Contract" means the contract for the Annual Service formed in accordance with Condition 1.1;

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

"Payment" means the price paid for the provision of the Annual Service as advised to you by Customer Service;

"Order" means a request for an Annual Service made by you from Customer Service;

"Property" means the premises where the Annual Service is to be provided, as specified by you in the Order;

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

"we", "us" or "our" means Baxi Customer Support, a trading division of Baxi Heating UK Limited (registered in England with company number 03879156) whose registered office is at Brooks House, Coventry Road, Warwick, CV34 4LL and whose VAT registration number is 604 6658 37;

"you" means the person who requests the provision of the Annual Service.

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

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

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

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

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

2. Payment

2.1 The Payment is inclusive of the labour required to service the appliance and VAT. It does not include parts, should the appliance be found to be faulty.

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

3. The Annual Service

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

3.2 Our engineers carry a comprehensive range of spare parts with them on each visit. If our engineer finds that the appliance is faulty, you may be given the option to arrange a repair to the appliance. If the appliance is still within the manufacturer's warranty period, it is likely that this will be free of charge. If the appliance is out of warranty, this repair will be charged at the current standard rate. If our engineer does not carry all parts necessary to repair the fault at the time of diagnosis, we will arrange a mutually convenient time for an engineer to return to perform the repair, if you so wish.

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

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

3.5 Once inside the Property, if your Appliance has been installed in an area where it is inaccessible and our engineer cannot gain clear and safe access to it and is therefore unable to service the Appliance, we reserve the right to retain an inspection fee of £45 and refund the remainder of the Payment.

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

4. Guarantee

4.1 We will, free of charge, re-visit an appliance where a problem within the appliance occurs within 12 days of the Annual Service. At this stage we will perform a free of charge diagnostic check only. This guarantee will not apply where a defect arises as a result of:

(i) wilful or accidental damage;

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

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

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

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

5. Limitations on our Liability

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

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

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

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

5.3 Nothing in these Conditions shall:

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

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

6. Events Beyond Our Reasonable Control

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

7. General

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

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

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

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

8. Your Personal Details

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

9. Contact Us

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