

## Terms and Conditions

### Definitions

**By ‘we’, ‘us’, or ‘our’**, we mean Thermal Earth Limited – as the provider of the services of your Care Plan.

**By ‘you’ or ‘your’**, we mean the person(s) named on your statement, plus the people who normally live in your home, including any tenants. Only the person(s) named on the statement, or their spouse, legal partner or authorised contact can amend or cancel the agreement.

**Access and making good** - Getting to your heat pump and associated equipment to fix or service it and then repairing any damage we may cause in getting access to the heat pump and associated equipment by replacing items such as cabinets or cupboards that we’ve removed and by filling in holes we have made and leaving a level surface – but we won’t replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants.

**Accidental damage** - When you do something that stops your heat pump or associated equipment from working properly – without meaning to.

**Agreement / plan** - the Heat Pump Care Plan

**Annual service** - a check each year to ensure your heat pump and associated equipment is safe and working properly.

**Approved list** - Heat pumps or parts that we can repair.

**Authorised contact** - a managing agent, landlord or any named person who you’ve authorised and who we’ve agreed can act on your behalf to make arrangements under your agreement in relation to a property.

**Central heating** - the heat and hot water system on your property – including your expansion tank, radiators, bypass and radiator valves, system filters, warm-air vents, cylinders and the pipes that connect them.

**Cylinders** - tanks that store hot water

**Call-out charge** - the amount you pay towards each engineer visit to diagnose a fault or attend a breakdown.

**Exclusions** – those circumstances, as specified in the terms and conditions, where one off charge become payable regardless of whether or not you are within your warranty period or have a service plan in place with us.

**Force Majeure Event** – refers to any act, event, non-occurrence, omission or accident beyond our reasonable control.

**Heat pump and associated equipment** - A single electrically-powered ground source heat pump or air source heat pump on your property that’s designed for home use and has a heat output capacity of up to 22kW or any integrated cylinder, stand-alone cylinder or buffer vessel supplied at the same time as the heat pump was originally supplied or the heat pump controls and sensors that make it work supplied at the same time as the heat pump was originally supplied

**Home** - the building, including any attached garage or conservatory where you live or a home you own, including holiday homes or rental properties.

**Installer** – an accredited Thermal Earth trained installer

**Landlord** - someone who owns a property which they don’t occupy and which may be occupied by a tenant.

**Managing agent** - someone who provides managed services to a landlord in relation to one or more properties.

**One off Charges** – any additional charges which may be payable by you for one off chargeable call out services, as set out in these terms and conditions

**One off Chargeable call out services** – any repair service provided by us under these terms and conditions

**Period of agreement** - the day your agreement starts until your agreement runs out, as detailed on your statement.

**Repair(s)/repairing/repared** - to fix your heat pump or associated equipment following an individual fault or breakdown but not repairs that are purely cosmetic or related to software which doesn’t stop the main function of your heat pump or associated equipment from working or make it unsafe.

**Replacement/replace/replacing** - where we replace your heat pump, associated equipment or parts with a Thermal Earth approved equivalent. We’ll provide replacements with similar functionality but not necessarily an identical make and model or type of fitting.

**Servicing** – the annual servicing of your Heat Pump

**Sludge** - the natural build-up of deposits in your heat pump, including any filters, or central heating system as it corrodes over time.

## HEAT PUMP CARE PLAN

**Statement** - the document that shows the detail of the Service Plan you have with us, the period of agreement and how much you're paying per month.

**Warranty Services** – the services provided by us to you in respect of your heat pump during the Warranty Period, as set out in Warranty document.

### Details of Service Plan

#### What's covered by your Standard Care Plan

- Extended 10-year warranty on your heat pump and internal components
- Remote system monitoring
- Telephone support (Monday to Friday)
- Annual service, including mileage of your heat pump and associated equipment to make sure it's running safely and efficiently.
- A 25% discounted rate on any other call outs and labour charges including mileage.

#### What's covered by your Premium Care Plan

- Everything in Care Plan Standard, plus
- 10-year heating system warranty (only components supplied by Thermal Earth)
- Priority phone support
- Labour and replacement parts for any heat pump system components as listed.
- No call out charge for listed components

#### What's Not covered

- Removing sludge or scale from the heating system or repairing the damage it causes to the heat pump or associated equipment.
- Faults caused by someone else you used for repairs, design faults or accidental damage. We will fix these for you, but you'll need to pay for the parts and labour as this will not be covered by the Service Plan
- An Immediate response time to call-outs; however, your call will be treated as priority and we will endeavour to get to you as soon as possible
- The replacement or repair of any part/parts that fall outside of the main heat pump components (standard package)
- The replacement or repair of any part/parts that are not critical components of the heat pump system or make up or form part of the distribution system.

### Exclusions

In any of the following circumstances, any repairs we carry out in respect of your Heat Pump will constitute a one off chargeable call out service, for which you will be required to pay a one off charge:

#### Your Heat Pump:

- Is not accessible in accordance with our recommended installation coordinates; or
- Has not been installed, operated and maintained in accordance with our instructions, manuals and technical documents; or
- Has been modified or moved or relocated without our express consent (either within your property or to another property); or
- Has not been connected to a permanent and fixed power supply.

#### You require repairs to your Heat Pump in respect of:

- Superficial damage which does not affect the performance of your heat pump; or
- Damage caused by fire, flood, lightening, storms, power cuts, bad weather and any other loss or damage which would otherwise be covered by insurance (it is your responsibility to have adequate insurance in place in respect of your property); or

#### The defect or fault in your Heat Pump arises from:

- Damage caused by misuse, neglect, accident, faulty installation, willful damage, accidental damage or any use of the Heat Pump other than for which it was designed; or
- A fault, failure or defect in the third party system (or the components of such third party system) in which the Heat Pump is installed, such as, by way of example: radiators, controls, underfloor heating, pipework, re-pressuring heating systems, secondary hot water pumps, hot water cylinders, ground loops requiring flushing, purging or repairing; or
- Your energy usage (where we are unable to identify a manufacturing defect); or
- The failure or intermittence of utility supplies on which the Heat Pump is dependant; or
- The system water quality is not compliant with Part L legislation and BS 7953 2019;

#### Other exclusions include:

- Upon inspection by us, we find no defect or fault with the Heat Pump; or

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- You have made further use of your Heat Pump after submitting a claim to us and we have advised you not to make any further use of your Heat Pump; or
- You or a third party alters or repairs (or attempts to alter or repair) your Heat Pump without our prior written consent; or
- In order to repair your Heat Pump, we would need to disassemble pipework other than that directly connected to your Heat Pump or the defective component of your Heat Pump.

## One Off Chargeable Call Out Services

These apply where:

- The warranty period has expired and you are not party to a service plan contract;
- Your Heat Pump is not under any form of warranty or service plan with us;
- An exclusion applies;

And you request that we carry out repairs to your Heat Pump either in writing or over the phone, we will provide you with a One off chargeable call out service, subject to your payment of any applicable one off charge.

Where possible, we will notify you in advance if any one off charges will apply before commencing any one off chargeable call out services or any other work which may incur one off charges. If it is not possible to notify you in advance or incurring such one off charges is necessary to avoid further damage or in cases of emergency, then you shall still be liable for the payment of such one off charges.

If a defect or fault in your Heat Pump which we repair as part of any one off chargeable call out services reoccurs:

- Up to 90 days after the date that we provide such one off chargeable call out services, then, subject to you notifying us in writing within such ninety days and provided an exclusion does not apply, we will re-attend your property free of charge in respect of labour and any additional parts
- After 90 days but no more than 12 months after the date we provided such one off chargeable call out services, then, subject to you notifying us in writing within such 12 month period and provided an exclusion does not apply, we will re-attend your property subject to an additional call out charge in respect of labour.

- After 12 months of the date we provide such one off chargeable call out service, then provided an exclusion does not apply, we will re-attend your property, subject to your payment of any relevant charges for parts and labour and/or an investigation and diagnosis fee.

If a different defect or fault arises in respect of your Heat Pump from the initial defect or fault in relation to which we provided a one off chargeable call out service, then provided an exclusion does not apply, we will attend your property to provide one off chargeable call out services, subject to your payment of the relevant one off charge prior to our attendance at your property.

We will invoice you for any one off charges at any time after you have requested us to provide one off chargeable call out services.

You shall pay any one off charges to us in full, within 14 days if the date of our invoice and in any event prior to our scheduled attendance at your property to provide the services.

## Your Agreement

### Work under your Care Plan

All work under your Care Plan shall be administered by Thermal Earth. Any requirement for replacement Parts and Labour under your Care Plan will be deemed void if it is not reported to Thermal Earth within three [3] months of you discovering the fault.

### Prices and price changes

Your statement shows the price of your agreement. That price won't go up or down over the period of agreement, unless you change your agreement, or the Government changes the relevant tax rate. We'll always write to tell you about any change to your price.

### Payments

All agreements are paid by monthly subscription. All of our prices include the relevant taxes at the current rate. Failure to make a payment will result in cancellation of your care plan.

### Renewals

We'll write to you at least 21 days before your agreement is due for renewal. We'll keep renewing your agreement automatically, until you ask us to stop.

### Cancelling your agreement

You can cancel your Care Plan with 30 days' notice at any time by writing to us at: Thermal Earth Limited, Unit

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B1 Capel Hendre Industrial Estate, Ammanford, Carmarthenshire, SA18 3SJ. We'll give you a full refund of your first payment, if you cancel within 14 days of sign up to the care plan, unless a repair has been completed. The 14 days begins from the date you complete your direct debit mandate. This is your cooling off period. If you cancel after your cooling off period your cover will continue to the end of the period your last payment is for. If we do your annual service or we complete a repair before you cancel your product, you'll have to pay a cancellation charge equal to remainder of the instalments up to the next anniversary of your agreement.

### Managing agents/Landlords

We'll only provide the Care Plan to you and not to tenants and you must not resell or hold yourself out as a reseller of the products to tenants or anybody else. You'll indemnify us against all costs, expenses, losses, demands, amounts agreed upon in settlement and liabilities which we may suffer or incur arising out of, or in connection with, complaints or claims which we receive from tenants or any other third party as a result of your failure to have, at all relevant times, a managing agent insurable interest in the elements covered by your agreement.

## Your Responsibilities

### 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.

### Missing payments under your agreement

Before we book your repair, or visit, we may ask you to pay any missing payments due.

### Getting into your property

Our engineers will only work on your property if there's someone 18 years old or older there at all times during the visit. It's your responsibility to give us access to your property. If we can't get access we won't be able to complete the work and it's then up to you to arrange another appointment. A cancellation fee may also be charged. If you don't re-arrange the appointment, your agreement will still continue. After several failed attempts to get into your property, we may cancel your agreement but we'll let you know beforehand. Authority to carry out work If you're not at the property when our engineer visits, you must make sure that there is somebody else present who can give instructions to our engineer, on your behalf.

### Working in dangerous or unsafe conditions

We won't start or continue doing any work in your home if we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. And we won't return to finish the work until that risk is gone. If any asbestos needs to be removed before we can repair your heat pump, appliance or system, you'll need to arrange and pay for someone else to remove it and give you a Certificate of Reoccupation which you'll need to show us.

### Authorised contacts

If you want an authorised contact, it's your responsibility to let us know who they are so that we can note it on your agreement.

### Making any improvements

Your Care Plan only includes repairing your heat pump and associated equipment when it stops working properly – it doesn't include any improvements or upgrades. Where we've told you that an improvement is necessary, we may not continue to make repairs on that part of your heat pump and associated equipment unless the work has been carried out, and this may invalidate your agreement.

## Visits

### Annual service

One of our engineers will visit your home once a year to check that your heat pump and associated equipment is working safely and in line with the relevant laws and regulations.

During the visit, our engineer will fill in a checklist that shows you exactly what we've looked at. If we find a problem or fault that needs to be fixed, we'll tell you about it. If you require a replacement part or service that is not covered by your plan you will have to pay for this. The price will be made clear to you following the visit and the amount will be collected separately via the office.

When your annual service is due we'll send you or your authorised contact an email, letter, text message or call you to arrange it. The month in which we intend to carry out the annual service is shown on the statement; however we may carry out the annual service up to 3 months following the date shown. We'll try to get hold of you up to three times. If we don't hear back from you after the third time, we won't try again and won't refund the cost of the missed annual service. But you can still contact us at any time to book it.

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### Tenants or letting agents arranging visits

Your tenants or your letting agents can call us directly to arrange any engineer's visit.

### 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. A reasonable timescale is typically within 2-3 weeks but can be up to 4 weeks during busy times.

### Our engineers

Normally, we'll send a Thermal Earth engineer to carry out the work. In some cases we may send a qualified partner installer instead. Our engineers carry a wide range of parts on their vans, however sometimes we may need to return to complete a repair if the part is not on the van. When this happens, we will not charge the call-out again.

## Making repairs

### Call Out fee

Your statement shows how much you've agreed to pay each time we attend a breakdown or attend site to carry out a fault diagnosis, whether you report a fault to us or we find a fault during an annual service. If the fault is related to one we've fixed for you in the last twelve months, then you won't have to pay an additional fee. Our engineer will use their expert judgement to decide whether a fault is related to an earlier fault or not, and the decision will be at our sole discretion. We won't put the charges through until after we complete the repair. If any call-out occurs up to 3 months prior to your scheduled annual service, we will carry out the annual service at the same time and waive the excess.

### Safety advice

From time to time, we may tell you that heat pump or associated equipment, or another component of your heating system, needs permanent repairs or improvements that aren't covered by your agreement to keep working safely. If you don't follow this advice, it will affect your Care Plan – but your agreement will keep running until you or we change or cancel it.

### Getting access

Access to the heat pump and associated equipment is your responsibility unless agreed otherwise.

### Spare parts

We'll always supply parts from the original manufacturer or our approved suppliers. The supply of parts under your Care plan will be at our sole discretion.

### Twelve-month guarantee

We guarantee to repair or replace any faulty parts we've supplied, or fix any faulty work that we've done for twelve months from the date that we did the work. This doesn't affect your statutory rights under the Consumer Rights Act 2015, if applicable, and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards.

## General Exclusions

### Who can benefit from this agreement?

Nobody other than you can benefit from your agreement.

### Cash in lieu

We won't offer you cash instead of carrying out an annual service, repairs or replacements.

### Domestic use

Your Care Plan only includes cover for your property if it is used for normal day-to-day living purposes, including use for home office or activities of a domestic nature, including renting, and not where the main purpose of the property is for commercial purposes. This plan is for systems up to 22kW.

### External and Ancillary Products

Our Care Plan does not include cover for any equipment that is not the heat pump and associated equipment, including but not limited to:

- Flexible hoses
- External pumps
- Room thermostats and other generic heating equipment
- Unvented kits
- Central heating components

### Pre-existing faults

Our Care Plan doesn't include cover for any faults or design faults that:

- Were already there when your heat pump or associated equipment was installed, or were caused by anybody other than us when any change or additions were made to your heat pump or associated equipment .

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- We've told you about before and you haven't fixed .
- We couldn't reasonably have been expected to know about before. For example, faulty pipes that don't have the correct protection, which are buried under concrete floors .

### **Damage/faults caused by anyone but us.**

We won't cover any damage you've caused. If anyone other than us carries out any work on your heat pump or associated equipment and damages it, your Care Plan doesn't include putting that right.

### **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 done.

### **Damage/faults linked to the supply of your water or electricity**

We won't repair any damage that's caused by changes in, or problems with, the supply of your water or electricity.

### **Any damage that's covered by other kinds of insurance**

Your product doesn't include repairing or replacing any damage caused by extreme weather, flooding, structural issues, fire or explosions – or any other kind of damage that's normally covered by household insurance.

### **Software, internet communications or radio signals**

We're not responsible for any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of any heat pump or associated equipment covered under this agreement.

### **Any other loss or damage (consequential losses)**

We're not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures or any other consequential loss as a result of your heat pump or associated equipment breaking or failing unless we caused it. For example damage caused by water leaks from a failed component.

### **Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that us caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation) the following:

- Strikes, lock-outs or other industrial action; or
- Epidemic or pandemic (including but not limited to COVID-19)
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- Fire, explosion, storm, flood, earthquake, subsidence, or other natural disaster; or
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- Impossibility of the use of public or private telecommunications networks.

Our obligations under these terms are suspended for the period that the Force Majeure Event continues and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these terms can be performed despite the Force Majeure Event.