

## Fixed Priced Repair / Routine Service Terms & Conditions

### TERMS AND CONDITIONS COVERING FIXED PRICE REPAIR AND ROUTINE SERVICE FOR VOKÈRA APPLIANCES.

These Conditions apply to the provision by us of a Fixed Price Repair or routine service in relation to your appliance arranged through Vokèra Ltd Engineering Services - It is important that you read and understand these Conditions.

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

"Appliance" means the boiler or water heater in respect of which you request the Service;

"Contract" means the contract for the Service formed in accordance with cl. 1.1;

"Customer Service" means Vokèra Ltd Customer Care Centres or other 3<sup>rd</sup> party representatives appointed by Vokèra Ltd;

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

"Fee" means the fee for the provision of the Service as advised to you by Customer Service;

"Property" means the premises where Services are to be provided, as specified by you in the Order;

"Service" means an on-site diagnosis or routine service and, if applicable, repair and, if applicable, replacement part (s) integral to the appliance, other than excluded faults in the connected heating system as described in further detail below.

"Visit Date" means the date on which a Vokèra Ltd representative provides the Repair or Service at the Property;

"we" means Vokèra Ltd; "you" means the person who requests the provision of the Services.

#### 1. This Contract and the effect of these Conditions

**1.1** Your agreement to proceed with an Order is an offer to purchase the Services from us on and subject to these Conditions. On booking an appointment for our engineer or appointed representative to visit the Property is acceptance by us of such Order and accordingly a contract is formed at such time.

**1.2** You may cancel the Contract within seven (7) working days from the date the Contract is formed, provided always that our engineer or representative has not visited your Property as at the time of such cancellation request, by notifying us in writing at **Vokèra Ltd, Customer Care, Stubs Beck Lane, West 26 Business Park, Whitehall Road, Cleckheaton, West Yorkshire, BD19 4TT** or alternatively email: **custservice@carrier.com**. An admin fee may be retained, see cl. 2.3

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

#### 2. Fee and Payment

**2.1 Fixed Price Repair** The Fee is inclusive of labour and all parts\* integral to the appliance up to a total parts retail value of £450 inc VAT. The attending engineer will advise you of any additional fees prior to any works being carried out.

\* Heat Exchanger(s) are not included in the Fixed Price Repair fee. An additional charge will be applicable should any of these components require replacing. The attending engineer will advise you of any additional fees prior to any works being carried out.

Fixed Price Repair does NOT include any repairs external to the appliance, including but not limited to; Pipework, Radiators, Flue Pipe & Flue Terminal, External Controls, Isolation Valves (including those directly beneath the appliance) & debris in the system.

**2.2 Routine Service:** The Fee is inclusive of labour and any consumable items that require replacing as part of the service routine.

**2.3** The Fee is payable regardless of whether any parts are fitted. The Fee is payable in full by credit or debit card at the time the order is placed. An admin fee of £10 will be retained if the engineers visit is cancelled prior to the visit through no fault of Vokèra Ltd.

### **3. The Service**

Our engineer or representative will attend at the Property on the agreed date (or such other date as is arranged pursuant to clause 6) and will examine the Appliance and diagnose the fault.

Our engineers carry a comprehensive range of spare parts with them on each visit. If our engineer or representative is able to repair the fault immediately following diagnosis, they will do so. If our engineer or representative 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 or representative to return to perform the repair.

Our engineer or representative will use all reasonable efforts to repair a diagnosed fault. However, we cannot guarantee to be able to repair every fault diagnosed. If an engineer or representative is unable to repair a fault, or if our engineer or representative diagnoses the necessary repair as being any repair of your central heating system (for boilers) and/or any repair required as a result of faulty installation of your appliance, which are not covered by the Service, they will inform you of the nature of the fault and will advise you of what they consider to be any reasonable courses of action available to you, which may include that it is beyond repair and requires replacement. In such circumstances, we will charge you an inspection fee and refund the balance.

If your Appliance is deemed beyond economic repair, we may, and entirely at our discretion, offer to supply you a quotation for a discounted replacement or equivalent replacement Appliance.

We will use all reasonable efforts to ensure that an engineer or representative visits the Property on the agreed date. However, occasionally, due to circumstances outside our control, we may be unable to get an engineer or representative 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. If you are unable to allow our engineer or representative to access the Property on the agreed date, you must 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 Service. If you inform us after this time, we reserve the right to retain a cancellation fee and refund the balance.

Once inside the Property, if your appliance has been installed in an area where it is inaccessible and our engineer or representative cannot gain clear and safe access to it, we reserve the right to retain an inspection fee and refund the balance.

Our engineer or representatives will exercise all reasonable care and skill in providing the Service.

#### **Please note:**

- a. Engineers will only attend to boiler products where it is considered by the engineer that the installation does not pose a risk to health and safety.
- b. A permanently fixed access ladder must service installations in lofts or attics. Adequate lighting and permanently fixed flooring must also be available.
- c. Cupboard installations must provide minimum working clearances as detailed in the installation instructions. Vokera will not accept responsibility for the removal of cupboards, kitchen units or trims in order to gain access for repairs.

### **4. Vokera Ltd Pledge**

We will, free of charge, re-perform any Service where the same appliance fault repaired by one of our engineers in providing the Service reoccurs within 30 days following the Visit Date. This guarantee will not apply for Routine Service or where the same defect arises again, as a result of:

**4.1** Wilful or accidental damage; use of the Appliance otherwise than in accordance with the user instructions; any tampering with, or alteration of, the Appliance by anyone other than us; or a fault in any other appliance, such as (without limitation) your ancillary heating system to which the Appliance is connected.

**4.2** Any parts fitted in providing the Service will carry a 12 month warranty period from the visit date. Where fitted part(s) become faulty due to a manufacturing defect outside of the 30 day labour period as set out in cl. 4 but within the parts fitted warranty period of 12 months, a labour only fee will be applicable.

If you wish to arrange for an engineer to attend to re-perform the Service and/or replace any defective parts pursuant to clauses 4.1 and/or 4.2 above, please contact us via Customer Care. Upon booking a time for such revisit, we will require a credit or debit card payment for the amount of the Fee. This will be refunded or partly refunded once our engineer or representative has re-performed the Service and/or replaced the defective part unless our engineer or representative reasonably believes that the new fault is not covered by the guarantees in clauses 4.1 and/or 4.2 above in which case the Fee will be payable. In such circumstances we will be entitled to retain any payment made by you, or if no payment has been made, to invoice you for the Fee.

To take advantage of either 4.1 or 4.2 you must contact us as soon as reasonably practicable upon becoming aware of the defect.

THE VOKÈRA LTD PLEDGE 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 guarantees. 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**

We will not be liable to you for any loss, damage, costs or expenses: that are not a reasonably foreseeable consequence of a breach by us of these Conditions; that are not caused by any breach of these Conditions by us; and for business losses, or losses to non-consumers. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO HAVE IN PLACE AND MAINTAIN ADEQUATE INSURANCE POLICIES IN RESPECT OF YOUR PROPERTY.

Nothing in these Conditions shall: 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 affect any statutory rights which you may have as a consumer.

### **6. Events Beyond Our Control**

If we are unable to perform any of our obligations under this Contract as a result of any event or circumstance beyond our control including, for example, non-availability of parts or other items from our suppliers, 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 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. These Conditions can only be amended or varied by written agreement between us. 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**

Vokèra takes care of your personal details in order to protect your privacy. Below we detail how we use any data you provide us with and how we manage that data to protect it.

Personal data is collected by us confidentially and in accordance with data protection law regulations. Vokèra is registered as a data controller with the Information Commissioner's Office.

Your personal data is only stored if you volunteer to provide it, for example, to request information, submit a service visit, or to register a product for purposes of warranties and surveys etc. Vokèra will only use your personal data to satisfy the request you have made, and will not disclose information to third parties without your prior consent.

Any personal data stored by Vokèra is protected to ensure unauthorised persons cannot access or disclose the data. Vokèra uses security measures to protect the data we collect, in order to prevent manipulation, loss and destruction. No user information provided is stored anywhere on the internet that can be accessed by the public.

Vokera may like to inform you of products and services that you could be interested in, and request your opinion of our services. Participation is voluntary and you can request not to receive such communications at any time or request your details to be updated by emailing: [marketing.vokera@carrier.com](mailto:marketing.vokera@carrier.com)

### **Contact Us**

If you need to contact us at any time or you have any queries or complaints, please contact us via Telephone on 0330 236 8630, by post to:- **Vokèra Ltd, Customer Care, Stubs Beck Lane, West 26 Business Park, Whitehall Road, Cleckheaton, West Yorkshire, BD19 4TT** or alternatively email: [custservice@carrier.com](mailto:custservice@carrier.com)