

1. Terms and Conditions

This booklet outlines the agreement between you and us. Please read these terms and conditions carefully and contact us if you are unsure of anything. These terms and conditions form the basis of the contract between us and detail exactly what we cover and don't cover, how you can cancel and how you can make a claim.

Agreed contract:

- EcoBronze = Boiler & Controls Only
- EcoSilver = Boiler, Controls & Central Heating
- EcoGold = Boiler, Controls, Central Heating, Plumbing, Hot & Cold Water (Inc. cylinder if present) and Pipework from Gas Meter

Client name: _____ Address: _____

Start date: _____ Contract term: **12 month, then rolling 12 month contract**

Price per annum: _____ Inc. VAT (payable annually in advance / monthly by Direct Debit)

Signed: _____ Signed: _____
 For and on behalf of Ecogem UK Ltd For and on behalf of the Client

All agreements exclude below-ground drainage, smart controls, sanitary ware, fixtures & fittings.

All agreements include parts, labour and an unlimited number of repairs, subject to the terms and conditions below.

Boiler and Controls	
Included	Not included
Your first service or annual service All repairs to: <ul style="list-style-type: none"> A single natural gas boiler or warm-air unit on your property, designed for home use and with a heat output capacity of up to 50kw; The flue including the flue terminal, up to 1 metre in length; The controls that make the boiler work including the programmer, any thermostats, motorised zone valves and central heating pump; and The gas supply pipe 	Accidental damage Damage caused by limescale, sludge or other debris, if we've told you before that you need to carry out repairs, improvements or a system flush, but you haven't done so Fixing showers and their parts Underfloor heating controls Repairing or replacing the flue including the flue terminal if it's over 1 metre in length Repairing or replacing the flue including the flue terminal for any open flued appliances Replacing or topping up your system inhibitor unless we've removed it Any part of your boiler and controls which directly supplies a swimming pool Resetting your controls or replacing the batteries Repairing or replacing your central heating system

Central Heating	
Included	Not included
A first service or annual service All repairs to the heat and hot water system on your property including: <ul style="list-style-type: none"> Expansion tank, radiators, bypass and radiator valves Warm-air vents Cylinders and any immersion heater and its wired in timer switch; and The pipes that connect the central heating system A replacement of any parts of your central heating we can't repair	Accidental damage Damage caused by limescale, sludge or other debris, if we've told you before that you need to carry out repairs, improvements or a system flush, but you haven't done so Fixing your showers and their parts Repairing or replacing taps Any parts that are designed specifically for underfloor heating Supply of curved radiators Repair or replacement of electrical elements in radiators Replacing or topping up your system inhibitor unless we've removed it Any part of your central heating which directly supplies a swimming pool

Plumbing	
Included	Not included
All repairs to the plumbing system in your home including: <ul style="list-style-type: none"> Your hot and cold water pipes from your internal stopcock up to your taps and garden taps, and the flexible pipes to your kitchen appliances The hot water cylinder and cold water tanks including immersion heaters, toilet siphons, isolation, ball and radiator valves; and 	Accidental damage Showers and their parts, sanitary ware, taps, spa baths, seals and grouting Water softeners, water filters and waste disposal units and taps that deliver boiling or filtered water Any parts that are designed to boost your mains water pressure Radiators

- Your water supply pipe from the boundary of your property to your home

A replacement of parts that we can't repair

Plumbing in detached outbuildings, swimming pools, fountains, ponds or water features and the pipes running to or from them
Rainwater pipes and guttering
Frozen pipes that need defrosting where there is no other damage
Shared water supply pipes
Water meters

General conditions

Definitions

Any words capitalised in this agreement have a particular meaning and are defined below:

“We”, “us” and “our” means Ecogem UK Ltd, a registered company in England under the number "10149660" Unit 12, St Marys Works, Burnmoor Street, Leicester, LE2 7JL

“You” and “your” means the person(s) named in the Agreement, together with anyone that normally lives in your home, including any tenants. Only the person(s) named in the Agreement can amend or cancel it.

“**Accidental damage**” means anything you do to your boiler or system that damages it or stops it from working properly, without meaning to.

“**Agreement**” means the Agreement between you and us, which includes these terms and conditions. The Agreement we send you will show the services you have with us, the period of agreement and the annual cost.

“**Annual service**” means a check each year to ensure your boiler and, where included, your central heating system is safe and working properly.

“**Approved list**” means the type of boiler or parts that we can repair or replace.

“**Boiler and controls**” means a single natural gas boiler or warm-air unit on your property, that's designed for home use and has a heat output capacity of up to 70kW, as well as the flue and the controls that make it work, including the programmer, any thermostats, motorised zone valves and central heating pump.

“**Central heating**” means the heating and hot water system in your Home, including your expansion tank, radiators, bypass and radiator valves, system filters, warm-air vents, cylinders, any immersion heater and its wired in timer switch, and the pipes that connect them.

“**Cylinder**” means a tank that stores hot water.

“**First service**” means our visit to you after you first enter into an Agreement with us to check and confirm whether we can cover you.

“**Gas supply pipe**” means the pipe that connects your gas meter to your gas boiler and other gas appliances you have on your Property.

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

“**Period of agreement**” means the day your cover starts until it runs out, as detailed in the Agreement.

“**Property**” means your Home and all the land up to your boundary, including any outbuildings.

“**Repair**” means to fix your boiler or system following a fault or breakdown.

“**Replace**” means us replacing parts with an approved standard alternative. We'll provide replacements with similar functionality but not necessarily an identical make and model or type of fitting.

“**Sanitary ware**” means your toilet bowl and cistern, bidet, sink, pedestal, bath and shower tray.

“**Services**” means the cover for the boiler and/or system detailed in the Agreement.

“**Sludge**” means the natural build-up of deposits in your boiler or central heating system as it corrodes over time.

“**System flush**” means a process where we remove sludge from your central heating system.

“**Upgrade**” means improvements that make your boiler or system safer or more efficient.

“**Warm-air**” means where your Home is heated by warm air flowing through vents, not hot water flowing through radiators.

For a breakdown or repair call 08007 999724.

The Agreement and how it renews

The Agreement will be for a minimum of 12 months. It will automatically renew every year, unless you ask us to stop. Please contact us in writing at least 30 days before your Agreement is due to renew if you would like to cancel it.

We'll write to you at least 30 days before your Agreement is due to renew, to let you know if any of your Services or prices are changing.

Adding new Services

If you add any new Services to your Agreement during the Period of agreement, we'll arrange it so that they all renew at the same time.

Prices and price changes

Your Agreement shows the total annual price. That price won't go up or down over the Period of agreement, unless you change it or the Services included in it, or the Government changes the relevant tax rate. We'll always contact you in writing to tell you about any change in price.

Payments

You can pay in full in advance each year by cheque, debit or credit card or Direct Debit. Alternatively, you can pay monthly by Direct Debit. All of our prices include the relevant taxes at the current rate.

We will quote for any Services you ask us to carry out that are not included in your Agreement and these will need to be accepted by you in writing before we will go ahead with the works. These extra Services may be subject to different terms and conditions but we will advise in the quote if that is the case.

If we send you an invoice, it must be paid by you by return. If your payment is late, including if a Direct Debit payment doesn't go through on time, we may charge you interest for each day the payment is late, until we receive it. Interest is charged at 8.75% plus a £40.00 compensation fee. If your payment is late, we may also stop providing our Services to you until we have received it. Before we book any repair or visit, we may ask you to pay any missing payments due.

First service

Your First service will usually be within two months of you first taking out the Agreement. If you move Home and we've already carried out a First service or an Annual service at your Property in the last twelve months, we won't carry out another one, even if you've just moved in. If we've installed a new boiler for you, the First service will be carried out as part of the installation.

At the First service, our engineer will check that your boiler is on our Approved list and that your boiler and/or system doesn't have any pre-existing faults. If we find it is not on the Approved list or it has a pre-existing fault, we'll either tell you what needs to be done to fix it and how much it'll cost, offer you a different Agreement or cancel your Agreement.

Once the First service has been carried out, if you have not already done so, you will need to sign this Agreement within 14 days – otherwise, your cover will not start and we will invoice you for the First service.

If you agree for us to repair a pre-existing fault, we will carry out this work at a mutually convenient time. Once this repair has been carried out, you will need to sign this Agreement within 14 days – otherwise, your cover will not start and we will invoice you for the First service.

Annual service

We will visit your Home once a year to check that your boiler and/or system is working safely and in line with the relevant laws and regulations. We'll also test the gases your boiler produces. If these tests show that it's necessary to take your boiler apart to adjust or clean it, we will do so.

During the visit, our engineer will fill in a service sheet that shows you exactly what we've checked. If we find a problem or fault that needs to be fixed, we'll tell you about it. We may need to give you a quote for any work that needs to be done. Our engineer will ask you to sign the service sheet. Please keep service sheets and/or log books with the boiler so our engineer can review them at each Annual service. Your first service counts as an annual service.

When your annual service is due we'll send you an email, letter, text message or call you to arrange it. We'll try to get hold of you up to three times. If we

don't hear back from you, we won't make another attempt, but you can contact us at any time to arrange your Annual service.

Under warranty

If your boiler or system is covered by a third party warranty, it is your responsibility to make sure that any work we do doesn't affect that warranty.

Changing your boiler

If you change a boiler that's covered by us, you will need to tell us the make and model of the new one, so we can check we can cover it. If we can't cover it, we may need to cancel or amend your Agreement.

You should also check to see whether you still need the same level of cover (for example, if your new boiler has a manufacturer's warranty).

Changing your address

If you move to a new Home, you need to tell us as soon as possible. We may start a new Agreement, transfer your current Agreement to your new address or cancel it.

Tenants or managing agents arranging visits

If you rent out your Property, your tenants or your managing agents can call us directly to arrange any engineer's visit, providing you've given them permission to do so.

Reasonable timescales

We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something occurs beyond our control which makes that impossible, in which case we'll let you know as soon as possible and give you another time when we can visit.

Our engineers

We will normally send one of our engineers to carry out the Services but in some cases, we may send a suitably qualified sub-contractor instead.

Access

Our engineers will only work at 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 we may charge for the wasted visit. It will be up to you to arrange another appointment. If you don't rearrange 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.

Once in the Property, it's your responsibility to make sure we can gain access to your boiler or system to repair or service it. If we can't access your boiler or system without causing damage to your Property, we will ask for your permission first and won't be responsible for any damage unless caused by our negligence.

Authority to carry out work

If you're not at the Property when our engineer visits, you must make sure that there is someone 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. We won't return to finish the work until the risk is gone.

If any asbestos needs to be removed before we can service or repair your boiler 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.

Repairs

From time to time, we may tell you that your boiler or system needs permanent repairs or improvements that aren't covered by your Agreement to keep working safely. For example, not meeting current gas safety regulations. If you don't follow our advice, it will affect certain parts of your cover but your Agreement will keep running until you or we change or cancel it.

Spare parts

Any replacements we provide will have similar functionality but not necessarily the same features or an identical make and model or type of fitting. Alternatively, you can give the engineer a replacement part that you've bought yourself, if we have first approved it, in which case we only accept responsibility for our workmanship, not any manufacturing faults in the part itself.

If our engineer doesn't have the parts they need with them, we'll first try to get original parts or if that isn't possible, reconditioned parts from the original manufacturer or an approved supplier. If we still can't get hold of the parts we need after that, we may need to cancel your Agreement (or part of it) unless you're eligible for a replacement.

If we've agreed to cover a boiler but warned you that it might be difficult to find spare parts, we'll do what we can, within reason, to repair it.

Twelve month guarantee

We guarantee to repair or replace any faulty parts we've supplied, or fix any faulty work that we've done within 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. For independent advice about your rights, you can speak to the Citizens Advice Bureau or Trading Standards.

System Flush

Over time, gas central heating systems build up sludge that can block or narrow your pipes, radiators and boiler parts. A System Flush is our way of removing that sludge from your system. We'll tell you if your system needs a System Flush to work properly. You'll need to pay for it separately, as it isn't included in your cover.

If someone else carries out a System Flush for you, you'll need to show us the receipt before we carry out any more repairs or replacement work for damage caused by sludge.

Smart Controls

We're not responsible for any Smart Controls such as Hive or Nest controls, or for any energy or central heating management systems. You will need to tell us if you have these before taking out the Agreement.

Confirming the age of your boiler

Our engineer will estimate how old your boiler is. If you disagree you'll need to show us either the original purchase receipt, a dated guarantee or proof of when it was first installed. If your boiler is 7 years old or more, your monthly premium will increase by £ 2.00.

Curved radiators

If your Agreement includes cover for central heating, it doesn't include a like-for-like replacement of curved radiators.

We can either replace it with a standard radiator on a nearby flat wall or install a curved radiator that you've bought yourself, in which case we only accept responsibility for our workmanship, not any manufacturing faults in the radiator itself.

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 Agreement 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. As such, we're not liable for any indirect or consequential damages.

Pre-existing faults

We don't include cover for any faults or design faults that were already there when your boiler or system was installed or added to your Agreement, that we've told you about before and you haven't fixed, or that we couldn't reasonably have been expected to know about before (e.g. faulty pipes which are buried under concrete floors).

Damage

We won't cover any damage you've caused. If anyone other than us carries out any work on your boiler or system and damages it, your cover doesn't include putting that right. We may quote for the repairs or cancel your Agreement.

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.

Your product doesn't include repairs or replacement for minor cosmetic damage that doesn't stop your boiler or system from working properly or make it unsafe, e.g. if you've scratched your boiler casing. We won't repair any damage that's caused by changes in, or problems with, the supply of your gas, water or electricity.

External water supply stopcock

If we can't turn off the external water supply stopcock to your Home to complete your repair, it's up to you to get your water supplier to turn it off.

Damage that's covered by other kinds of insurance

Your Agreement 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.

Your Agreement doesn't include accommodation, expenses or any costs if you need to leave your Home as a result of flooding caused by a faulty system or plumbing.

We're not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your boiler or system breaking or failing unless we caused it (for example, damage caused by water leaks).

Nothing in this Agreement affects or limits your statutory rights as a consumer.

Making improvements

Your Agreement only includes repairing or replacing your boiler or system when it stops working properly. It doesn't include any improvements or upgrades, for example replacing working radiators, swapping standard radiator valves for thermostatic ones and replacing electrical cables and fuse boards that still work.

Steel or iron pipes

We won't repair or replace steel or iron pipes, except your water supply pipe from the boundary of your property to your home, your gas supply pipe from your meter to your boiler and, your soil stack/vent pipe where these pipes are specifically covered by your Agreement

Complaints

To make a complaint, either call us on 08007999724, email us at info@ecogem.co.uk or write to us at Ecogem UK Ltd, Unit 12, St Marys Works, Burnmoor St, Leicester, LE2 7JL.

We take any complaint seriously and we'll do our best to resolve the issue right away. If we need more time to investigate, we'll let you know and will keep you updated.

Your personal information

Over time, we'll collect various kinds of personal information about you. We may also monitor and record our phone calls, conversations and other communications with you to make sure we're living up to the standards we want, as well as any relevant laws and regulations.

We may use your information for various purposes, such as to tell you about other Services we can offer, to collect any money you owe us, to check your credit history and to improve our Services using your feedback. We may also need to use your personal information to share what we know with the Government, regulators, police or legal professionals, if they ask for it and have the right to know it.

If you're giving us information on behalf of someone else, you confirm that they've seen these terms and conditions and given you permission for us to use their information the way we've described here. If you give us sensitive information about yourself or other people, for example, health details or details of any criminal convictions of members of your household, you also agree and confirm that the person the information is about has agreed that we can use this information in the ways we've described here.

When we can cancel your Agreement

We can cancel your agreement or Services if:

You give us false information;

Your boiler isn't on our Approved list;

We find a pre-existing fault during your First service;

We try but can't find the parts we need to repair your boiler or system; You put our staff's health and safety at risk, e.g. physical or verbal abuse; Your Home or Property is unfit or unsafe to work in;

You don't let us in to your Home or Property to work, despite our attempts;

We tell you to make permanent repairs or improvements, but you don't;

Or, you don't make your payments on the due date.

We'll try writing to you to collect the money you owe. If we don't hear from you and you don't pay, your Agreement will remain in place but we may suspend our Services until we've received any outstanding payments.

If we cancel your Agreement for any reason, you may also have to pay the cancellation charges as below.

If we've completed any repair or replacement since you first took out or renewed your Agreement, you may also have to pay cancellation charges as below.

If we cancel your Agreement at your First service, we'll refund you in full, minus the cancellation charges as below.

When you can cancel your agreement

If you cancel your product within the first 14 days

We'll give you a full refund of the annual fee paid for your Agreement if you cancel within 14 days, which begins on the start or renewal date.

This is your cooling off period. If we've done work for you before the cooling off period ends and then you cancel your Agreement, you'll have to pay cancellation charges as below.

If you cancel after the first 14 days

The Agreement is for a minimum of 12 months. If you wish to cancel after the 14 day cooling off period, you will need to pay for, and your cover will continue, until the end of the 12 month period. The Agreement will then automatically renew for a further 12 month period, unless you contact us in writing to cancel at least 30 days before the renewal date.

Either way, if we've carried out any work for you, you may have to pay cancellation charges as below.

If you pay by Direct Debit, please note that cancelling your Direct Debit through your bank doesn't mean that you've cancelled your agreement with us. If you stop your Direct Debit without telling us, we'll try writing to you to collect the money you owe. If we don't hear from you and you don't pay, your Agreement will remain in place but we may suspend our Services until we've received any outstanding payments.

Cancellation charges

If you or we cancel your Agreement or any Services and we've already completed work for you since you bought or renewed it, you may have to pay cancellation charges as follows:

Boiler or Central Heating repairs or replacement £125 (+VAT)

All other completed repairs or replacement £85 (+VAT)

Annual service or First service £75 (+VAT)

Cancellation Form

If you want to cancel the Services you can do so by returning this form or by otherwise contacting us in writing. You can post the form to: Ecogem UK Ltd, Unit 12, St Marys Works, Burnmoor St, Leicester, LE2 7JL.

I wish to cancel the following Services: _____

Name: _____

Address: _____

Signature: _____

Date: _____

Other important terms

If any part of this Agreement is found to be unlawful, invalid or unenforceable, that part shall be deemed severed from the remainder of this Agreement, which shall still be valid and enforceable.

This Agreement is the entire agreement and understanding between us and you. It supersedes another other agreements between us, whether made verbally or in writing.

If you wish to change any part of your Agreement with us, please contact us in writing. If we wish to change any part of your Agreement, we will contact you in writing.

English law

Your agreement is bound by the laws England and Wales and any dispute will be referred to the courts of England and Wales. Everything we write to you will be in English.