

Terms & Conditions

Version 1.0 | October 2024

1. Definitions

By 'we', 'us', or 'our', we mean JD Heating & Renewables Limited – as the provider of the services of your Service 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 Service 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, any immersion heater and it's wired in timer switch, and the pipes that connect them.

cylinders

tanks that store hot water

excess/call-out charge

the amount you pay towards each engineer visit to diagnose a fault or attend a breakdown. This charge will be waived if it is possible to carry out the annual service during the same visit.

health check first service

where we visit you prior to you first taking out a plan covering your heat pump and associated equipment to check and confirm whether we can enter into an agreement with you.

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 17kW

any integrated cylinder, stand-alone cylinder or buffer vessel supplied at the same time as the heat pump was originally supplied

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.

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.

Period of agreement

the day your agreement starts until your agreement runs out, as detailed on your statement.

powerflush

a process where the sludge is removed from your central heating system.

property/properties

a home and all the land up to your boundary including any detached outbuildings.

repair(s)/repairing/repaired

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 an JD Heating & Renewables approved equivalent. We'll provide replacements with similar functionality but not necessarily an identical make and model or type of fitting.

sludge

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

statement

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

upgrades

improvements that make your heat pump or associated equipment safer, or more efficient.

2. Details of Service Plan

What's covered by your Heat Pump Service Plan

- ✓ Annual service of your heat pump and associated equipment to make sure it's running safely and efficiently
- ✓ 20% service plan membership discount on all JD Heating & Renewables engineering services (parts and labour)
- ✓ Unlimited telephone technical support within work hours
- ✓ One call-out per year to breakdowns or for fault diagnosis (subject to an excess for further call-out)

What's Not covered

- ✗ Removing sludge or scale from the heat pump (including any filters) or heating system, or repairing the damage it causes to the heat pump and associated equipment
- ✗ Faults caused by someone else you used for repairs, or design faults
- ✗ A guaranteed response time to call-outs; if you require emergency breakdown cover you should source this from a local heating firm or an alternative provider
- ✗ Any contribution to the cost of repair or replacement beyond the Repair Limit
- ✗ Accidental damage
- ✗ Replacing or topping up system inhibitor unless we've removed it
- ✗ Any ancillary components associated with the supply of heat to a swimming pool, including but not limited to the pool heat exchanger, pool diverter valves and swimming pool controls
- ✗ Repairing or replacing your central heating system
- ✗ Repairing or replacing other heating systems installed in the property

Deferred Period

For heat pumps and associated equipment that are over five years of age, a Deferred Period of three months following the First Service needs to lapse before the plan can start.

Repair Limit

If a repair is required under the Service Plan, the total cost of parts and labour will be subject to a limit in value ("Repair Limit"). The total cost of repair will be determined as the sum of the retail price of the parts and the retail price of the labour at the given time. If this cost exceeds the percentage below (based on the age of the heat pump) of our supply and commissioning list price of a replacement heat pump (which for the avoidance of doubt does not include installation of the replacement heat pump), it will be deemed beyond economical repair and subject to the Repair Limit, which is:

- Up to 10 years – 100%
- 10 – 15 years – 45%
- 15 – 20 years – 20%

If the total cost of repair exceeds the Repair Limit, you will be offered the Repair Limit amount as a contribution to the cost of a replacement heat pump to be supplied and commissioned by us. All figures will be calculated excluding VAT.

3. Your Agreement

English law

Your agreement is bound by English law.

English language

Everything we write to you – including terms and conditions – will be in English.

Work under your Service Plan

All work under your Service Plan shall be administered by JD Heating & Renewables. Any requirement for replacement Parts and Labour under your Service Plan Plus will be deemed void if it is not reported to JD Heating & Renewables 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 direct debit. All of our prices include the relevant taxes at the current rate.

Renewals

We'll write to you at least 21 days before any price increase. We'll keep renewing your agreement automatically, until you ask us to stop, or unless we terminate the agreement.

Cancelling your agreement

We reserve the right to not renew & cancel your agreement, without cause, we will aim to do so with 30-days' notice.

You can cancel your Service Plan with 30 days' notice at any time by writing to us at:

JD Heating & Renewables Limited
Unit 57, Wallace Way, Market Drayton TF9 3AG
info@jdheatingandrenewables.co.uk

We'll give you a full refund of any amounts paid if you cancel within 14 days 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 complete a repair before you cancel your product, you'll have to pay a cancellation charges equal to remainder of the instalments up to the next anniversary of your agreement.

Managing agents

We'll only provide the Service Plan to you and not to landlords or tenants and you must not resell or hold yourself out as a reseller of the products to landlords, 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 landlords, 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.

4. 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. If you change a heat pump or associated equipment that's covered by us, you 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 your new heat pump or associated equipment we may need to cancel or amend your product.

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.

If you don't re-arrange the appointment, your agreement will 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 boiler, 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 Service 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.

5. Visits

Health-check First Service

Your First Service will need to be carried out prior to your first taking out the Service Plan. If we've already carried out a First Service or an annual service at your address in the last six months, we won't carry out another one. If we've commissioned the heat pump and associated equipment installation for you, the First Service will be carried out as part of the installation.

At the First Service our engineer will check that your heat pump is on our approved list and your heat pump and associated equipment do not have any pre-existing faults. If we find it's not on the approved list or it has a pre-existing fault, we'll tell you what needs to be done to fix it – and how much it'll cost

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 during the visit and the amount will be collected on the next direct debit.

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 prior to 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.

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 an JD Heating & Renewables engineer to carry out the work. In some cases, we may send a suitably qualified contractor 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, particularly if the heat pump covered is Mitsubishi or Samsung, spares for which the engineers do not carry on their vans. When this happens, we will not charge the call-out excess again.

6. Making repairs

Excess

Your statement shows how much excess 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 a First Service or 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 excess or fixed 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 Service Plan – but your agreement will keep running until you or we change or cancel it.

Getting access and making good

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

Spare parts

If we supply parts under your Service Plan, we'll supply replacements with similar functionality but not necessarily the same features or an identical make and model or type of fitting. We'll always supply parts from the original manufacturer or our approved suppliers. The supply of parts under your Service 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.

Powerflush

Over time, central heating systems build up sludge that can block or narrow your pipes, radiators and heat pump parts. A powerflush is a way of removing that sludge from your system. We'll tell you if your system needs a powerflush to work properly. We will put you in touch with a provider and you'll need to pay for it separately – it isn't included in your agreement.

If someone else carries out a powerflush for you, you'll need to show us the receipt before we carry out any more repairs.

7. 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 Service 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.

External and Ancillary Products

Our Service 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 Service 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
- ✘ 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 Service 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.

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.

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.