

# Renewable Product Maintenance Plan Terms and Conditions

Solar & Heat Pump products manufactured and supplied by Bosch Thermotechnology Ltd ('we','us','our'), are guaranteed against material or manufacturing faults for the duration of the guarantee period, after this guarantee period a maintenance plan is available. The terms and conditions of the maintenance plan are set out below.

- a. The product must have originally been purchased and installed within one of the following territories: the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.
- b. The product must have been correctly installed and commissioned in accordance with our manufacturers' installation instructions for your product.
- c. The product must only be used within a domestic or light commercial environment, (light commercial is defined as a semi domestic/commercial property, for example hair salons, small shops, private accommodation in pubs etc), but does not include restaurants or larger commercial properties.
- d. Once installed the product must not be moved unless authorisation has been provided by us in writing for you to do so.
- e. If ownership of the property changes during the term of the plan please notify us of the name change, the new owners will benefit from the remaining term of the plan, no refund of the remaining period is available.

  Where payments are made by direct debt, termination of the plan must be made in writing, no refund will be given but the direct debt will be cancelled and the plan stopped.
- f. The maintenance plan covers only equipment manufactured by Bosch Thermotechnology Ltd.
- g. We will accept no responsibility for costs incurred by any third party, in respect of any work carried out or parts fitted, for the attendance and repair of any product covered by this maintenance plan unless the work, costs and third party have been approved by Bosch Thermotechnology Ltd in advance of the work being carried out.
- h. Your product must be fully functional without fault at the commencement of this plan, to this end there is a 30 day delay in the start of the plan from the date your application has been accepted.
- i. The product must be less than 10 years old to be accepted onto a maintenance plan. After your product reaches 10 years of age we will evaluate the product each year, Bosch Thermotechnology Ltd reserves the right not to renew any product over 10 years old or where limited availability of parts is an issue.
- j. It is the plan holder's responsibility to supply suitable access to the equipment, in all circumstances it is the householder's responsibility to arrange and fund the erection of suitable access equipment including scaffolding or any other access equipment our engineer believes required to safely complete works.
- k. This maintenance plan will includes labour, call-out charges and the cost of any Bosch Thermotechnology Ltd manufactured part that needs replacement due to failure (excluding those expressly excluded in these terms and conditions).
- I. This maintenance plan includes an annual inspection, Bosch Thermotechnology Ltd will contact you to arrange the inspection, inspections are typically organised to be completed between April September.
- m. At the inspection our engineer will check the condition of the glycol in your system, they will then advise if further action is required which may be at additional cost, our engineers are equipped to top up solar systems only. Full system flushing and refilling is not included in the plan and would require an accredited installation engineer, neither the glycol, system flush or charges of the accredited installation engineer are cover by this plan.
- n. This plan does not cover any costs for ground works or repairs to the ground loop collector
- o. In the event the product cannot be repaired economically a replacement product may be offered, it is the plan holders responsibility to arrange an accredited installer to fit the product at the plan holders expense, Bosch Thermotechnology Ltd accept no liability for any installation cost. The replacement will not be provided with a guarantee, but will benefit from the unexpired portion of this maintenance plan.
- p. Worcester Bosch reserves the right to refuse any service plan application or to terminate any maintenance plan if you are discovered to be in breach of the terms and conditions at any time without prior notice.
- q. Maintenance plan renewals received more than 28 days after a prior plan has expired will be treated as a first time application.
- r. You may cancel your plan within seven days please direct any plan cancellation requests to Support Services Bosch Thermotechnology Ltd, Cotswold way, Warndon, Worcester, WR4 9SW
- s. Any service provided under the terms and conditions of this maintenance plan will not lengthen or renew the original manufacturers guarantee period for either the product or for any component. Any repaired or replacement product or component will benefit from the unexpired portion of this plan
- t. The plan does not include:
  - o Products installed on boats including house boats;
  - Mini-expansion vessels;
  - o Consumables as specified by us, including but not limited to:, hoses, gaskets and batteries;
  - Fuel lines to the product, under ground pipe work, pipes, plugs or cables;
  - o The replacement of casework and decorative panels or flaps;
  - Radiators and other space heating equipment, external water, gas and oil pipelines/services, external electric wiring, external pumps, flue-ways, fire valves, filters, water and oil storage tanks;

- Damage caused by faulty installation, theft, tampering, neglect, misuse, accident, fire, flood, explosion, lightning, storms, frost or other bad weather conditions;
- O Damage caused by the non-observance of the manufacturer's user instructions;
- Damage to the system as a result of scale;
- Damage as a result of sludge or blockages;
- o Any unauthorised adjustments made to the product by a third party;
- Any upgrading/improvement work required as a result of legislation, (Health & Safety or otherwise) or to meet current standards;
- o chemical cleansing/flushing;
- The issuing of Gas Safety Certificates (CP12s);
- o Turning on the product and adjusting switches and controls except following an approved repair under this plan;
- Self maintenance tasks such as, re-pressurising and resetting the product, bleeding excess system pressure and thawing frozen condensate pipes/wastes, (for guidance on carrying out self maintenance tasks then please visit our website at www.worcester-bosch.co.uk/FAQ or alternatively please telephone 0330 123 9449).

## u. How to ask for/cancel a repair appointment

- You can request/cancel an appointment online at www.worcester-bosch.co.uk/appointment
- Alternatively you can call 0330 123 9449, (open 7am-8pm Mon-Fri, 8am-5pm Sat, 9am-12pm Sun and 8am-4.30pm on bank holidays. Calls to 03 numbers cost no more than calls to geographic number (01 or 02).
- If you smell gas or are worried about gas safety, you can call the National Gas Emergency Service free on 0800 111 999 at any time, day or night.

### v. Liability

- This condition sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, consultants, and subcontractors) to the plan holder in respect of:
  - (i) any breach of the plan
  - (ii) any use made by the customer of the services; and
  - (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the plan
- All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the plan.
- o Nothing in these terms and condition limits or excludes the liability of the Service Provider:
  - (i) for death or personal injury resulting from negligence; or
  - (ii) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the service provider.
- o The service provider shall not be liable for:
  - (i) loss of profits; or
  - (ii) loss of business; or
  - (iii) depletion of goodwill and/or similar losses; or
  - (iv) loss of anticipated savings; or
  - (v) loss of use; or
  - (vi) loss of corruption of data or information; or
  - (vii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- These terms and conditions do not affect your statutory rights.
- These terms and conditions shall be construed in accordance with the laws of England and Wales, and both parties
  agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- The service provider reserves the right to amend these terms and conditions at any time before delivery of the service is completed.

# w. Telephoning Bosch Thermotechnology Ltd

Telephone calls may be monitored or recorded for quality assurance and training purposes.

#### x Data Protection

- Your details will be held and used by Bosch Thermotechnology Limited and selected companies acting on our behalf to administer your plan and to conduct repairs. We may disclose your information to our service providers and agents for these purposes. We may also use your data for training and testing purposes.
- Your details may also be used by us or if you have given us permission by third parties, for other marketing purposes. We and the third parties (if applicable) may contact you by mail, telephone or email. If you no longer want your data to be used by third parties or by us for marketing purposes and you have not already notified us please email us at Service.Mailbox@uk.bosch.com or alternatively please write to our Customer Service Team at our registered office listed below.

# y. Customer Service

Bosch Thermotechnology Ltd prides itself on delivering the highest possible standards of customer service at all times. If you feel that we have fallen below these standards then please email us at customer.relations@uk.bosch.com or alternatively please write to our Customer Relations Team at our registered office listed below.