

Viking Heating and Plumbing Limited Service Plan Terms and Conditions

Please read carefully

These Terms and Conditions form part of the contract between you (the Customer) and Viking Heating and Plumbing Limited (Viking Heating) together with the Order, applicable policies and procedures and receipt of the Fees, collectively the Agreement.

1. Definitions

Add-On Item: Your Service Plan includes the inspection and servicing of your primary boiler only, in accordance with the level of cover selected.

Any additional gas appliances at the property, including but not limited to gas fires, cookers, hobs, warm air heating units or water heaters, are **not** included within the standard Service Plan Fee. Where you request the inspection or servicing of additional gas appliances, or require a Gas Safety Certificate (CP12), these Services are available as optional chargeable extras and will incur an additional fee at our prevailing rates. Any Gas Safety Certificate issued will only cover the appliances specifically inspected during that visit.

Annual Boiler Service: A Boiler Service is a routine preventative maintenance inspection carried out by a suitably qualified engineer to assess the safety, condition and operation of the boiler. The service is performed in accordance with the appliance manufacturer's recommendations, current industry standards and applicable legislation.

Boiler: an appliance located at the private domestic owner property that heats the hot water and/or heating by Gas, LPG, or Oil as identified in the Order. A single boiler that is designed for domestic owner-occupier use and has a heat output capacity of up to 70Kw.

Business Day: a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Call Out: means one single attendance by us at the Customer's property and includes up to one hour of labour during one single attendance. The duration of a visit does not create any entitlement to additional visits for unused time. Every separate attendance at the property is a separate Call Out attracting additional Call Out Fees (as defined below) regardless of the length of any previous visit. A call out can include diagnosis and repair but, subject to any Service Plan, does not include any replacement parts, materials or other components

Call Out Fees: means the Fees applied for each Call Out payable in respect of any and all Call Out which are not expressly included in your Service and/or Service Plan and are payable to us in addition to the monthly Fees for the identified Service Plan(s) under your Order which may exclude any replacement parts, materials or other components depending on your Service Plan.

Customer or you/your: who purchases the Service Plan from us from the Start Date unless and until terminated and who is responsible for any costs incurred.

Deposit: payment of deposits or payments of any Fee made to us on the acceptance of an Order taken on a non-refundable basis. The retention of a deposit or payment made to us is a genuine estimate of loss. We will take reasonable steps to reduce our loss; however, administrative charges need to be covered and as well as sums reflecting work undertaken, loss of opportunity and unrecoverable costs.

Fee(s): means all fees including any amount set out in a Quote, Deposit, Call Out Fees and/or the applicable fee or charge payable to us under this Agreement including for the Service(s) or Service Plan taken out by you under the Agreement.

Filter Data: means any data broadcast by any filter that is capable of broadcasting such data.

Heat Pump: an appliance located at the private domestic owner property that heats the hot water and/or heating by heat as identified in the Order. A single heat pump that is designed for domestic owner-occupier use and has a heat output capacity of up to 70Kw.

Heating System: the heating system includes hot water cylinder, heating pipework, pump, motorised valves, radiators, radiator valves, programmer/timers, cylinder stat, room stat, pressure controls.

Intellectual Property: means any rights, title and interest in patents, trade marks, service marks, trade and business names, rights in design, utility models, copyright, database rights, know-how (including trade secrets and confidential information) and any other similar right whether presently existing, applied for or in relation to which there is a right to apply for registration and any analogous rights to any of the preceding rights anywhere in the world.

Order: the order form either submitted to us through the Website or placed with us over the telephone which together with these Terms & Conditions and any applicable policies and procedures upon receipt by us of the Fee shall constitute the Agreement between us.

Plumbing System: the plumbing system includes tap repairs, Hot and cold water pipes, Cold water tanks, Toilet break downs, Silicone seals on bath and showers, Ball valves and float valves, Stop cocks and gate valves and above ground drainage.

Pre-Existing Faults: any problems with the Boiler, Heat Pump, Heating System, Plumbing System and/or above ground drainage system that we determine existed prior to Start Date of your Agreement with us.

Quote: means any written quotation, estimate, proposal or scope issued to you by us setting out charges that are in addition to any Fees agreed under the Services or Service Plan under the Agreement.

Services – Service Plan: means the goods and services provided by us and the type of service plan identified and taken out by you under your Order on acceptance by us and receipt by us of the Fee, as detailed on the Website as amended and updated from time to time and governed by these Terms & Conditions.

Start Date: the date as stated in the welcome email that corresponds to the Order as the start of the Services and/or Service Plan.

Viking Heating and Plumbing Limited (Viking Heating): We/us/our (all references relate to) are Viking Heating and Plumbing Limited a company incorporated in England and Wales (company number 13369238), whose registered office is at 116 London Road, Southborough, Tunbridge Wells, Kent, England, TN4 0PN.

Website: <https://viking-heating.com>

2. Basis of the Agreement between us

2.1 These Terms & Conditions need to be read in conjunction with your Order, our policies and procedures which together on receipt of the Deposit and/or Fee form the Agreement between us.

2.2 The Order constitutes an offer by the Customer to purchase the Services and/or Service Plan from us in accordance with these Terms and Conditions.

2.3 The Order shall only be deemed to be accepted when the Customer purchases the Services and/or Service Plan by either completing our Website Order or going through the Service and/or Service Plan over the telephone and subsequently the setting up with us the payment of the applicable Fee . When doing so, you confirm that you have read and automatically accepted our terms and conditions, at which point, and on which date the Agreement between us shall come into existence (Start Date).

2.4 Any samples, drawings, descriptive matter, or advertising issued by us and any descriptions of or illustrations of the Services and/or Service Plans contained in our advertising are issued or published for the sole purpose of giving an approximate idea of the goods and services described in them. They shall not form part of the Agreement between us nor have any contractual force.

2.5 These Terms and Conditions apply to the Agreement between us as amended and updated from time to time to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 These Terms and Conditions shall apply to the provision to you of both goods and Services except where application to one or the other is specified.

2.7 Any variation to these Terms and Conditions shall be inapplicable unless expressly agreed in writing by us. The Customer must notify us of any variation and if we agree, (to any such variation) we reserve the right to adjust the Fee accordingly.

2.8 A reference to writing or written includes email provided that it is sent to the designated correspondence email addresses between us which for us is info@viking-heating.com and for you the email address provided by you to us during sign up to the Services and/or Service Plan.

2.9 The Services and any Service Plan entered into by you under these Terms & Conditions are strictly a contractual goods and services provision of maintenance and repair services and IS NOT an insurance contract, insurance product nor policy. It is not intended to constitute insurance, any warranty insurance product nor regulated insurance activity under the Financial Services and Markets Act 2000.

3. Service and/or Service Plan Eligibility

3.1 You can only apply for a Service or Service Plan if you meet the following criteria:

- a. you have one domestic Boiler or Heat Pump;
- b. your domestic Boiler or Heat Pump has a circular flue, is under 16 years old and doesn't need to be removed from the wall to be repaired;
- c. you live in the area we cover (please contact us for details);
- d. you are aged 18 or over, and are the owner or owner-occupier of the property in respect of which you require the Service and/or Service Plan;
- e. the property in question has 5 or fewer bedrooms;
- f. your Boiler, Heat Pump, Heating System and/or Plumbing System as applicable are safe and in good working order;
- g. in the case of a Service Plan for an Add-on Item, you also apply for a Service Plan which is not an Add-on Item.

3.2 In addition to [Clause 3.1](#), you can apply for a Service Plan which includes monitoring of your filter, only if you already have a qualifying Wi-Fi enabled filter installed within the property or will be having one installed by us (please contact us for details).

3.3 At our discretion, we can provide a bespoke quote for your Service and/or Service Plan(s) if your property has more than 5 bedrooms. We reserve the right to quote a higher price than the Fees shown for the Service or in the Service Plan document in such cases, and in any other situation where the Boiler, Heat Pump, Heating System and/or Plumbing System as

applicable in your property will make it more difficult or expensive for us to service and/or maintain and/or repair.

3.4 We reserve the right to refuse any Order for a Service and/or Service Plan without giving a reason. Your Service and/or any Service Plan(s) will only commence, and a binding Agreement will only be created between us, once we confirm in writing to you that we can carry out the Service and/or put you onto the Service Plan with the Fee either being set-up or received by us and us providing confirmation of the Agreement Start Date. If we are unable to accept your Order then, unless we have already carried out a Service, we will refund the Fee received by us from you in respect of the Service. This is your sole recourse in such circumstances.

3.5 Each Service and/or Service Plan is specific to the Boiler, Heat Pump, Heating System and/or Plumbing System as identified in the Order installed in the property on or around the Start Date of the Service Plan. If your Boiler, Heat Pump, Heating System and/or Plumbing System as applicable is changed during the term of a Service Plan (other than by us) you must immediately inform us and we may, at our sole discretion, reserve our right to either amend or cancel the Service Plan.

3.6 Our Service Plans are designed for owned properties only and will automatically terminate on the date you sell your property. In this case, both your and our obligations under the Service Plan(s) will cease and you will not be entitled to any refund of any of the Fees you have already paid and any and all Fees outstanding under the Agreement between us will be due and payable. IF YOU ARE IN THE PROCESS OF MOVING YOUR OWNER -OCCUPIED RESIDENTIAL PROPERTY, PLEASE CONTACT US TO LET US KNOW AS WE MAY BE ABLE TO TRANSFER YOUR SERVICE AND/OR SERVICE PLAN TO YOUR NEW OWNER -OCCUPIED RESIDENTIAL PROPERTY.

4. Term

4.1 The term of this Agreement shall commence on the Start Date as confirmed by us and shall continue for a period of twelve (12) calendar months. Following this period, the Agreement term will auto renew for a further 12 month period and shall continue to renew annually on a rolling basis unless and until terminated by either party in accordance with [Clauses 9 & 10](#).

5. Types of Service Plans

5.1 The Services and/or Service Plans available are set out on the Website as amended and/or updated from time to time and confirmed to you on receipt of your Order by us, receipt of the Fees and as confirmed in your welcome email all as provided under these Terms and Conditions.

5.2 Exclusions from the Services and/or Service Plans.

In addition to any exclusions contained within the description of each Service and/or Service Plan as set out on the Website and agreed in writing under our welcome email, it does not include the following:

- a.** any repairs and replacement parts required, unless expressly included in your Services and/or Service Plan description;
- b.** removal of products of corrosion from within the system; and/or the clearing or repairing of filters or the addition of chemicals or inhibitor, unless expressly included in your Services and/or Service Plan description;

- c.** any adjustment of time and temperature controls, bleeding radiators or pressurising sealed systems and relighting pilot lights;
- d.** data loss or corruption, installing, modifying, and upgrading software, the resolution of any software interface problems;
- e.** visits outside of normal working hours, which are 8:00am to 17:00pm Monday to Friday, excluding bank holidays;
- f.** the fabric of your property, including any pipework or flues encased or buried in it; anything for which you are not legally responsible, such as pipes, cables and drains located outside your property's boundary; your domestic water supply; and any pipework or items not expressly included in a Service and/or Service Plan description which are connected to the domestic hot and cold water services, including taps and washers. For the avoidance of doubt, drainage blockages and waste pipe blockages are not covered unless expressly stated to be included under a Service Plan;
- g.** heating appliances including heaters, radiators and cylinders (unless expressly included in your Service and/or Service Plan description), thermal stores, underfloor heating systems and/or specialist heating unless specifically included within the Customer's chosen Service Plan or added as an extra;
- h.** accidental damage; repairs or modifications, where not approved by either us or the heating equipment manufacturer; and intentional or unintentional misuse of or damage to your products or services; including damage or faults caused by a third party, other than one of our employees or approved sub-contractors;
- i.** any work, including de-scaling, that may arise due to hard water scale deposits or aggressive water supply; and any breakdowns or damage to the boiler or its parts caused by sludge build-up within the system;
- j.** for items with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens;
- k.** damage or faults which are covered by any insurance policy you hold or by a manufacturer's guarantee;
- l.** damage or faults caused by snow, ice or frost and other extreme weather events and conditions, such as lightening, flood, earthquake or hurricane; or caused by fire, explosion, subsidence, structural repairs; or due to any problem with the supply of broadband; or due to the failure of the water, gas or electricity supply;
- m.** any inadequacy arising from the original design or installation of your boiler and/or heating system (unless installed by us); replacement, recall or modification of the heating equipment (or any part) by a supplier or the manufacturer; modifying or making heating equipment comply with legislation or making it safely accessible; and any consequential damage or loss occurring as a result of a defect in the boiler or central heating system unless attributable to our negligence. If attributable to our negligence, notification must be given in writing with full details within fourteen days of the incident;
- n.** damage caused whilst your property was unoccupied for four weeks or more;

- o. the cost of any replacement parts, flues, filters, decorative parts, accessories, or consumables required under a Service and/or Service Plan, unless expressly included in the Service Plan description that you have taken out with us;
- p. noise issues only (as boilers become older, for various reasons they may become noisy. Where age is the sole reason for noise, we do not consider this a fault and its investigation/remedy would be chargeable);
- q. boilers which are over 15 years old, or mobile or park homes which are owned or rented.

5.3 Beyond Economical Repair (BER): Repairs to your Boiler, Heat Pump, Heating System and/or Plumbing System are not included under any Service and are excluded under a Boiler, Heat Pump, Heating System and/or Plumbing System Service Plan where the Boiler, Heat Pump, Heating System and/or Plumbing System is deemed, in our sole discretion, to be Beyond Economic Repair. Your Boiler, Heat Pump, Heating System and/or Plumbing System will be BER if the heat exchanger fails or if the value of the Boiler, Heat Pump, Heating System and/or Plumbing System or programmer is less than the cost of the parts to repair it, or in our reasonable opinion, the cost of repairing the appliance exceeds its economic value or where replacement is considered the most practical and economical solution. The table below illustrates the BER value of a Boiler, Heat Pump, Heating System and/or Plumbing System according to its age:

Age in Years	Nominal Boiler Value	Value after depreciation per annum at 18%
1	£1,000	£820
2	£820	£672
3	£672	£551
4	£551	£452
5	£452	£371
6	£371	£304
7	£304	£249
8	£249	£204
9	£204	£167
10	£167	£137
11	£137	£112
12	£112	£92

5.4 We shall perform **the** maintenance and support Services in accordance with and subject to these Terms and Conditions.

5.5 Service and Service Plan Limitations.

The following limitations apply to our Services and Service Plans:

- a. Investigation/remedy of any faults that arise with your Boiler, Plumbing System and/or Heating Systems during the first 14 days of any relevant Services and/or Service Plan, or any Pre-Existing Faults or conditions, will not be included within your Services and/or Service Plan (and will be chargeable) unless we installed the product/s and have maintained them ever since;
- b. Where the Service Plan includes Boiler, Plumbing System and/or Heating Systems care, when we carry out your first Boiler, Plumbing System and/or Heating Systems

Service and inspection of your Boiler, Plumbing System and/or Heating Systems, if it transpires that your Boiler, Plumbing System and/or Heating Systems were not safe and in good working order at the time of placing your Order and entering into an Agreement with us, we will give you a Quote for the additional work required to bring your Boiler, Plumbing System and/or Heating Systems up to the required standard. You are under no obligation to have the work undertaken, but if you decide not to go ahead with the additional work quoted for, we will exercise our right to cancel your Service or Service Plan and you will be invoiced for the cost of our visit and for any work carried out (less any payments received in respect of the Service and/or Service Plan);

- c. Despite regular servicing, products sometimes fail, and this can damage other items in your property. We cannot repair or replace these items within the cost of your Services and/or Service Plan(s) unless the products included in your Service and/or Service Plan(s) failed because we did not service or maintain them properly in accordance with the Agreement;
- d. Where parts require replacement, we cannot guarantee the availability of the exact same part and, at our sole discretion, may supply and fit replacement items which may not be the same, but will have the same or similar functionality;
- e. If there is any delay in payment of the Fees, we will be entitled to suspend any Service or Service Plan(s) (without fault on our part) until such time as the outstanding payment is made;

5.6 We shall use all reasonable endeavours to meet any performance dates, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services or any Service Plan.

5.7 Acceptance onto one of our Services and/or Service Plans does not imply that the Boiler, Plumbing System and/or Heating Systems is installed to the relevant standards and we will not accept liability arising from the original design or installation and so make no warranty as to the fitness for purpose.

5.8 We will not be liable for any delays in the supply of parts from our suppliers. We may fit replacement parts that are adequate but not the same as the defective part(s).

5.9 Arranging your Annual Boiler Service – In order to arrange this, the following will apply:

- a. each Agreement year we will contact you or your authorised representative (the person identified by the Customer to us that is authorised to act on the Customer's behalf in your absence) to arrange your service within 1 calendar month of it being due. The Service will take place between the months of April to September;
- b. we will make 2 attempts to contact you or your authorised representative but if we are unable to make contact, you are obliged to contact us directly to make the necessary arrangements. Please note that you will not be refunded where you miss the Annual Boiler Service, and this will not be rolled over into any subsequent contractual periods.

The annual service will be carried out to statutory requirements and, where available, in accordance with the manufacturer's recommendations. Subsequent Annual Boiler Services will be carried out on or around the anniversary of the preceding Annual Boiler Service.

5.10 Boiler Service - where you have taken out a Boiler Service Plan we will also repair your boiler, boiler parts or heating controls, where we are able to do so and where these are not Beyond Economic Repair. We will supply any available boiler parts required and we will fit any replacement parts or heating controls within the cost of your Boiler Service Plan, but the cost of any new heating controls required is not included.

5.11 Heating System- where your Heating System Plan includes heating system care we will also repair or replace (at our sole discretion) radiators, radiator valves, central heating pipework, header tank and gas pipework (subject to the exclusions contained within this Agreement).

5.12 Monitoring

Where your Services and/or Services Plan includes filter monitoring, the following will apply:

- a. you will be asked to download the Adey HomeZone application in order to register your filter. Further, by applying for the Services and/or Services Plan, you agree that the filter manufacturer may collect monitoring data from your filter, including whether the filter is full of debris and whether the filter has lost connection with the Wi-Fi, (the 'Filter Data') and may share the Filter Data with us;
- b. if you fail to register your monitoring filter in accordance with the instructions included within the filter then we will be unable to provide the Services applicable to your monitoring filter as outlined in your Services and/or Services Plan. It is your responsibility to properly register your monitoring filter and we will not be liable to you for any refunds of any Services and/or Services Plan Fees paid in respect of your monitoring filter if we are unable to provide the Services outlined in your Service Plan, due to your failure to register your monitoring filter;
- c. we will use the Filter Data to assess whether your filter is transmitting data and whether it requires cleaning. If the Filter Data suggests that the filter has lost connection to the Wi-Fi, we will be unable to continue monitoring the Filter Data for the period of time during which the connection remains broken. If the Filter Data suggests that the filter requires cleaning, we will contact you to arrange to visit your property and to clean the filter. One such visit in each Agreement 12 month period is included within the cost of your Services Plan and should be sufficient to maintain the cleanliness of your system. If additional visits are required, we may recommend the cleansing of your system; such cleansing and additional visits would be chargeable over and above the Services Plan Fees;

5.13 Carrying out the Services and/or Service Plans.

The following will apply (where applicable) to the Services and/or Service Plans.

- a. If we need to access pipes or wires behind built-in units or appliances, we might ask you to arrange for these to be removed before we start work and replaced when we finish. This removal and replacement will be at your own cost and risk;
- b. If we need to access pipes or wires buried inside a wall, we will make all reasonable efforts to limit mess, and we will make the surface good afterwards to a flat plaster finish;

- c. If we need to access pipes or wires which are under a floor, we will re-lay any disturbed floorboards but we will not arrange or pay for the re-laying of your carpets or other floor-coverings, or for replacing them if we cannot lift them without damaging them.

5.14 Stopping (temporarily or permanently) the Services and/Service Plan.

We will be permitted to stop the Services in the following circumstances:

- a. if we discover asbestos, infestation or any other health or safety risk at your property we will cease work immediately and will not be obliged to re-commence the Works until we are reasonably satisfied that it is safe for us to do so;
- b. where disconnection of the power supply to some or part of your property for a period of time is required, we will try to give you notice of the disconnection. It will then be your responsibility to ensure that all computer and other sensitive equipment is properly shut down prior to the disconnection, to avoid any damage or loss of data. We will not be responsible for any losses incurred as a result of a planned disconnection where we have made reasonable endeavours to give you notice.

5.15 Recommended Additional works - when we carry out any work, we may recommend that additional work is carried out to improve the performance of your Boiler, Plumbing System and/or Heating System, reduce the risk of future malfunctions or ensure continued compliance with current safety regulations. These additional works are not compulsory. However, the safety regulations applying to the use of for example gas appliances do change quite regularly and we are obliged to implement them. Accordingly, if you choose not to follow our recommendations and we reasonably believe that any of your products are unsafe, we may be required to disconnect them (with your approval), or notify the National Grid, for your own safety.

5.16 Additional works requested by you - If you need work or repairs carrying out that are not included in your Services and/or Service Plan(s), we will provide a Quote for parts and labour. There is no obligation to ask us to proceed but if you do, all Fees must be paid in accordance with the terms of the Quote, and separately and in addition to any Fees you pay for your Service Plan.

5.17 All parts we install under the terms of this Agreement will come with the benefit of the relevant manufacturer's warranty where applicable (and its limitations).

5.18 Appointments and Cancellations

Where an appointment has been arranged under your Service Plan, you must provide us with reasonable notice if you wish to cancel or rearrange.

For appointments of up to one working day, a minimum of **24 hours' notice** before the scheduled start time is required.

For appointments expected to last more than one working day, we require a minimum of **twice the number of working days' notice** as the duration of the booked works. For example, a two-day appointment requires four working days' notice, and a three-day appointment requires six working days' notice.

Where sufficient notice is not provided, or where we are unable to gain access to the property at the agreed appointment time, we reserve the right to charge a cancellation or aborted visit fee to cover the reasonable costs incurred, including engineer time, travel and any materials or equipment already allocated to the appointment. This charge will be notified to you before any further appointments are arranged.

Repeated cancellations, missed appointments or failure to provide access may result in the suspension or termination of your Service Plan in accordance with these Terms and Conditions.

5.19 Safe Access

The Customer is responsible for providing safe, clear and unobstructed access to all appliances, pipework, controls and equipment covered under the Service or Service Plan.

We reserve the right to refuse to commence or continue any Services where, in our reasonable opinion, access is unsafe, inadequate or likely to present a risk to the health, safety or welfare of our employees, subcontractors or any other person. This includes, but is not limited to, unsafe flooring or loft spaces, inadequate lighting, hazardous materials (including asbestos), vermin or insect infestation, aggressive animals, unsafe electrical installations, structural instability, excessive stored items restricting access, or any other hazardous condition.

Where we are unable to carry out the Services due to unsafe or restricted access, the visit shall be treated as an aborted appointment. We reserve the right to charge any applicable Call Out Fee or aborted visit charge and any further attendance required after the issue has been resolved may be chargeable in accordance with these Terms and Conditions.

It is the Customer's responsibility to ensure that any hazards are removed or made safe before a further appointment is arranged.

5.20 Parking and Access Charges

The Customer is responsible for ensuring that suitable parking is available for our engineers as close as reasonably possible to the property.

Where parking restrictions apply, including but not limited to pay-and-display parking, residents' permit parking, private car parks, controlled parking zones, congestion charges, clean air zone charges or similar access charges, the Customer shall either provide a valid parking permit or reimburse any reasonable parking or access costs incurred by us in providing the Services.

Any parking charges, permits or access costs incurred may be added to the Customer's invoice or collected separately where applicable.

If suitable parking or access cannot be provided and this prevents us from carrying out the Services, we reserve the right to treat the visit as an aborted appointment and apply any applicable Call Out Fee or aborted visit charge in accordance with these Terms and Conditions.

5.21 Customer-Supplied Parts and Materials

We do not install, fit, connect or commission any parts, materials, appliances, fixtures or equipment supplied by the Customer or any third party acting on the Customer's behalf.

All parts and materials used in connection with the Services or Service Plan will be sourced by Viking Heating or through our approved suppliers. This enables us to ensure product quality, compatibility, traceability, manufacturer warranty and compliance with applicable regulations.

Where a Customer requests the installation of customer-supplied parts or materials, we reserve the right to decline the work. No reduction, refund or credit will be given in respect of any Service Plan Fees or other charges where we refuse to install customer-supplied items.

Where we recommend the replacement of a component that is not included within the Service Plan, we will provide a separate Quote for the supply and installation of the required part where applicable.

6. Customer Obligations

6.1 Additional Obligations. In addition to any, and all other obligations under Agreement, you shall:

- a. ensure that the information provided by you in the Order and any information you provide (in relation to the goods and Services or any Service Plan to be provided) are complete and accurate;
- b. co-operate with us in all matters relating to the Services and/or any Service Plan;
- c. provide us, our employees, agents, consultants, and subcontractors, with full and clear access to the location where the goods and Services and/or any Service Plan are to be supplied and other facilities as reasonably required by the us;
- d. provide us with such information and materials as we may reasonably require in order to supply the goods and Services and/or Service Plan, and ensure that such information is complete and accurate in all material respects;
- e. obtain and maintain all necessary licences, permissions and consents which may be required for the goods and Services and/or Service Plan before the date on which we start the provision of the same;
- f. ensure that the room(s) where the Services and/or Service Plan are to be provided has all furniture and valuables cleared away;
- g. provide us with access to gas, electricity and water at the property in order to provide you with our Services and/or any Service Plan. You must promptly inform us before arrival if this is not available, so that an alternative date and time can be agreed;
- h. notify us of anything which may present a hazard or danger to anyone carrying out work in or on your property;
- i. provide us with use of a toilet on site;
- j. where applicable, keep all materials, equipment, documents, and other property of ours (Supplier Materials) at your premises in safe custody at your own risk, maintain these Supplier Materials in good condition until returned to us, and not dispose of or use the Supplier Materials other than in accordance with our written instructions or authorisation;
- k. comply with all applicable laws, including health and safety laws.

6.2 Customer default. If our performance of any of our obligations under the Agreement are prevented or delayed by any act or omission by you or your agents, sub-contractors, or employees, or by failure by you to perform any relevant obligation, then:

- a. without limiting or affecting any other right or remedy available to it, we shall have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays our performance of any of its obligations;
- b. we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of your obligations as set out in this [Clause 6.2](#);
- c. you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

7. Fees and Payment

7.1 The Fee for the Services and Service Plan, is as detailed on our Website and prices quoted in a formal Quote from us are up to date at the point of you entering into the initial Agreement with us with payment terms set out therein. In the event of any inconsistency the Quote that you receive from us shall prevail.

7.2 The Service Plan Fees are payable monthly, by way of direct debit, which is set up at the Start Date of the Service Plan or annually for Services, payable at inception and on the day of each Agreement renewal. All payments are required in full and in cleared funds and time for payment shall be of the essence of the Agreement.

7.3 Call Out – the following apply to Call Out Fees:

- a. these are payable 'per incident' and cover up to one hour of diagnostic labour. Accordingly, if we need (or you ask us to carry out) work which is unrelated to those we were called out to deal with, we reserve the right to charge a second Call Out Fee. We may also have to schedule a further visit to deal with any unrelated work if this is not urgent and for the avoidance of doubt this is a separate chargeable (where applicable) Call Out;
- b. if we are unable to gain access to the relevant part of your property at the time we have previously agreed with you, or if we reasonably consider that it would be unsafe for us to do so, any Call Out Fee for that visit will still be due and payable to us and we will be entitled to charge a second Call Out Fee for any re-arranged visit.

7.4 We reserve the right to increase rates at the end of each contractual period. In such circumstances, we will provide you with details no less than 30 days prior to the expiry of your current terms under the Agreement.

7.5 All amounts payable by the Customer under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where applicable, the VAT element of the invoice will be clearly specified and payment of this taxable element, is due at the same point as the Fees are payable.

7.6 If you fail to make a payment due to us under the Agreement by the due date, then, without limiting our remedies under [Clause 10](#), you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this [Clause 7.6](#) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8. How to discuss your Services and/or Service Plan

8.1 In order to discuss your Service Plan, you can do so by contacting us in writing, by e-mail or by calling us.

9. Cancelling your Service and/or Service Plan

9.1 If you wish to cancel your Agreement with us before it auto renews, you are at liberty to do so providing you do the following:

- a. you or your authorised representative (only) notify us of the requested notice of cancellation in writing, by e-mail to info@viking-heating.com at least 30 days' prior to the renewal date using the attached Cancellation Form.

9.2 You have rights to end the Agreement with immediate effect during the contractual period providing us immediate written notice if:

- a. we commit a material breach of our obligations under the Agreement and (if such breach is remediable) fail to remedy that breach within 7 days, after receipt of notice in writing to do so;
- b. we take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of our assets or ceasing to carry on business;
- c. we suspend, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of our business.

9.3 If you cancel during the terms of your Agreement with us (excluding your right to do so under [Clause 9.2](#)), you will not receive a refund for any sums paid or if you have not paid in full you will still be liable to pay for the remainder of the 12 month contracted period.

10. Our rights to Cancel your Service and/or Service Plan

10.1 Without affecting any other right or remedy available to it, we may terminate the Agreement between us with immediate effect by giving you written notice if:

- a. you commit a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 24 hours of being notified in writing to do so;
- b. fail to pay any amount due under the Agreement on the due date for payment;
- c. if you threaten or abuse, or allow any other person to threaten or abuse, any of our staff or sub-contractors in any way (verbally or physically) or behave in any other unreasonable manner towards our team. We will not refund you any monies that you have paid in respect of your Service and/or Service Plan up to that point;
- d. you take any step or action in connection with entering bankruptcy, administration, provisional liquidation, bankruptcy or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.

10.2 We may cancel your Agreement prior to the automatic renewal by giving you 30 days' notice in writing.

11. Consequences of ending your Agreement

11.1 What happens if the Agreement between us is ended early. On ending the Agreement:

- a. we may retain any advanced payment (where applicable) you will be liable to pay for any further goods, products, materials and/or Services used/fitted up to the point of termination;
- b. you will be liable to pay the remainder of the annual contractual period between us in full unless you are terminating the Agreement in accordance with [Clause 9.2](#);
- c. we shall not be liable to refund any Fees paid under the Agreement unless [Clause 9.2](#), applies.

11.2 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including

the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

11.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the same shall remain in full force and effect.

12. Consumer Rights

12.1 Nothing in these Terms and Conditions will affect your legal rights.

12.2 For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

12.3 If you are a consumer (i.e. not a landlord), you have the right to cancel the Services and Service Plan within 14 days of signing up without giving any reason. To exercise the right to cancel please either email us at the Viking Office info@viking-heating.com or write to us at the address set out in your Services and/or Service Plan as detailed in the Cancellation Form attached to these Terms and Conditions.

12.4 If you require us to commence any Works within 14 days of commencing the Service Plan, we will require you to complete and sign a waiver that confirms your acknowledgement and acceptance that you are waiving your right to cancel within 14 days.

12.5 If you wish to complain or you are unhappy with the service provided, please contact our customer services team.

13. Our responsibility for loss and damage suffered by you

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was entered into between us, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.

13.3 Further limitations of our potential liability to you. Subject to the terms of [Clause 13.2](#), we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

- a. loss of profits;
- b. loss of sales or business;
- c. loss of agreements or contracts;
- d. loss of anticipated savings;
- e. loss of use or corruption of software, data, or information;

- f. any Pre-Existing Faults due to changes to the system or fixtures and fittings conducted by you or other third parties;
- g. any non-linked or non-related issues;
- h. loss of or damage to goodwill; and
- i. any indirect or consequential loss.

13.4 Our total liability. Subject to [Clause 13.3](#) our total liability to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Agreement, shall be limited to 100% of the total Fees paid under the Agreement.

13.5 Exclusion. The **terms** implied by sections 13 to 15 of the Sale of Goods Act 1979 and the **terms** implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

13.6 Claims. All claims against us must be brought within one (1) year after the cause of action arises and you agree to waive any statute of limitations which might apply by operation of law or otherwise.

13.7 This [Clause 13](#) shall survive termination of the Agreement between us.

14. Data Protection and Data Processing

14.1 Viking Heating is registered in the UK with the Information Commissioner's Office (ICO) under registration number 00013178898.

14.2 We process Personal Data where necessary to provide the Services, Service Plans, comply with legal obligations, protect legitimate business interests and otherwise in accordance with our Privacy Policy and applicable UK data protection laws.

14.3 We both acknowledge that for the purposes of the UK General Data Protection Regulation (UKGDPR), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (PECR) and any related laws or regulations that you are the Data Controller, and we are the Data Processor in respect of any Personal Data.

14.4 We will take appropriate technical and organisational measures to ensure we adhere to our obligations under Articles 30 and 32 of UKGDPR taking into account the information that the Data Controller has made available to us.

14.5 We shall take reasonable steps to ensure the reliability of all our employees who have access to the Personal Data.

14.6 We warrant that, having regard to the state of technological development and the costs of implementing any measures, we will:

- a. take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, or damage; and
 - (ii) the nature of the data to be protected.
- b. take reasonable steps to ensure compliance with those measures.

14.7. You acknowledge that you are responsible for ensuring that any information you provide to us is accurate and up to date and that you have authority to provide any third party Personal Data and that we are reliant on you for direction as to the extent to which we are entitled to use and process Personal Data subject to that set out under clause 14.2 above. Consequently, we will not be liable for any claim brought by a Data Subject arising from any action or omission by us, to the extent that such action or omission resulted directly from your instructions.

14.8 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

15. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, unknown epidemics, pandemics, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

16. Severance

If any term or provision of these Terms and Conditions is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17. Governing Law and Jurisdiction

These Terms and Conditions and any dispute or claim (including any non-contractual disputes or claims) arising out of or in connection with or its subject matter under the Agreement between us shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably agree submit to the exclusive jurisdiction of the English and Welsh courts although consumers may also have rights to bring proceedings in their local courts where required by law. The Services and/or Service Plans are offered and supplied only within England and Wales and not directed to Customers outside of the United Kingdom.

18. Photography and Marketing

The Customer grants Viking Heating permission to take photographs and video recordings of the Services before, during and after completion for the purposes of documenting the Services carried out.

Viking Heating may use such photographs and recordings for its legitimate business purposes, including marketing, advertising, social media, websites, brochures award submissions and training provided that:

- no personal information identifying the Customer is disclosed without the Customer's prior written consent;
- no photographs reveal sensitive security information, alarm systems, keys, access codes or other confidential information; and
- Viking Heating will, upon reasonable request made before publication, avoid using photographs that the Customer reasonably considers to affect their privacy or security.
- The Customer shall not be entitled to any payment or royalty arising from such use.

Where the Customer does not wish photographs to be used for marketing purposes, they must notify us in writing before the Services commence.

19. Intellectual Property

All intellectual property rights in quotations, specifications, design, drawings, plans, calculations, reports, photographs, documents, software, templates and other materials created or supplied by Viking Heating remain the property of Viking Heating unless agreed in writing .

The Customer is granted a non-exclusive licence to use such materials solely for the operation and maintenance of the Services carried out under this Agreement.

The Customer shall not copy, reproduce, modify, distribute or provide such materials to any third party for the purpose of obtaining competing quotations or carrying out further work without Viking Heating's prior written consent.

Nothing in this Agreement transfers ownership of Viking Heating's intellectual property rights to the Customer.

20. General

20.1 Waiver - A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20.2 No partnership or agency - Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

20.3 Entire agreement

- a. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- b. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.
- c. Nothing in this clause shall limit or exclude any liability for fraud.

20.4 Assignment and other dealings

- a. We may at any time assign, transfer, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under these Terms and Conditions.
- b. You shall not assign, transfer, subcontract, delegate, or deal in any other manner with any of the rights and obligations under these Terms and Conditions.

CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the Agreement)

To Viking Heating and Plumbing Limited, 116 London Road, Southborough, Tunbridge Wells, England, TN4 0PN or info@viking-heating.com

I/We [*] hereby give notice that I/We [*] are exercising our right to cancel my/our [*] Order of the following, with a Start Date from [*]/received on [*],

Name of Customer(s),

Address of Customer(s),

Signature of Customer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate