



Your annual boiler service

Terms and conditions

These are the terms and conditions for your Annual Boiler Service product. Please read all the enclosed information carefully, as it explains what's included in your annual boiler service. It also gives you other important information, including how to cancel or complain.

OVO Energy

OVO Energy is a trading name of CORGI HomePlan Ltd, company registration number SC358475, whose registered address is Cadworks, 41 West Campbell Street, Glasgow, G2 6SE. References in these terms and conditions to **OVO Energy, we, us** or **our** are references to CORGI HomePlan Ltd trading as OVO Energy.

Data protection and how OVO Energy use your details

We'll treat all information as private and confidential, and strictly according to the UK General Data Protection Regulation. See our website for our Privacy Policy, and for full details of how we use your personal data (ovoenergy.com/home-services-privacy-policy).

Marketing

OVO Energy and other OVO Group companies might use your information to contact you by post, email or phone about products and services of possible interest to you in the future. We'll only do this if you've given us consent to do so. If you no longer want us to use your information in this way, please let us know.

Your contract

The Annual Boiler Service contract is a legal contract between you and OVO Energy. This is not an insurance policy, and we won't repair any faults discovered before, during or after a boiler service. You can find full details of payments and the contract start and end dates on your welcome or renewal letter.

We have the right not to renew your contract. If we do this, we'll let you know at least 14 days before your contract is due to end.

If you want any other services (not covered in this contract) from our engineer, we won't cover the costs or be responsible for them.

Law and jurisdiction

Unless agreed otherwise by OVO Energy, the law and court jurisdiction that applies to this agreement is the one that applies to the part of the UK where your home address (as stated in your welcome or renewal letter) is situated.

Legal

We might assign or transfer all, or any part, of our rights and/or obligations under this contract without your consent. You can't transfer your interest in this contract to anyone else, without our consent in writing.

We might vary the terms and conditions of this contract at any time. If we do make changes to the terms and conditions, which are to your material disadvantage, we'll give you at least 30 days notice in advance. If you don't want to continue on these new terms and conditions, you can cancel your contract by letting us know, as these terms and conditions state. You won't have to pay a cancellation charge in this instance, and you'll get a pro rata refund for any payments you've made in advance. If you don't tell us you want to cancel, the new terms and conditions will apply from the date stated.

Any notices will be in writing and sent by post to your billing address, or emailed to your email address. We'll assume you have received the notice, if sent by post, 2 business days after we have sent it or, if sent by email, on transmission, unless we receive evidence to the contrary. (Weekends and public holidays are not considered as business days).

Unless stated otherwise in these terms and conditions, please send any notices to:

CORGI HomePlan Ltd trading as OVO Energy,
PO BOX 3129, Worthing, BN11 9QS, or email
customerservices@ovoenergy.com

Any delay on your or our part in enforcing any term of this contract won't stop us from enforcing that term later.

The clauses in this contract all apply separately, so if any court or authority tells us that a certain clause is unenforceable, the rest of the contract will still apply.

Third party claims

On receipt of any demand for damage or injury compensation, complaint or legal proceedings against us or our engineers, you must send us the correspondence straight away without being answered. We have the right, if we choose, in your name but at our expense to:

- Take over the defence or settlement of any claim
- Start legal action to get compensation from anyone else
- Start legal action to get back from anyone else any payments that have already been made

You must provide us with any information and assistance we may require about any claim. You must help us to take legal action against anyone or help us defend any legal action if we ask you to.

What to do if you have a complaint about the annual boiler service

Our commitment to great customer service

OVO Energy will always aim to do their best, but unfortunately there might be times when things go wrong.

If you have a complaint, please contact OVO Energy by:

- **Telephone:** 0330 102 8905
- **Email:** customer-relations@ovoenergy.com
- **Post:** OVO Energy, PO BOX 3129, Worthing, BN11 9QS

OVO Energy will:

- Acknowledge your complaint promptly
- Investigate your complaint quickly and thoroughly
- Keep you regularly informed
- Resolve your complaint as soon as possible
- Use complaint analysis to improve customer service in the future

We'll aim to send you a final response letter within 8 weeks of the date we got your complaint. If you're still unhappy with this response, then you have the right to seek legal advice or refer the matter to the relevant ombudsman.

You can ask Utilities ADR to offer a dispute resolution service by contacting:

Utilities ADR, 12 Walker Avenue, Stratford Office Village, Wolverton Mill, Milton Keynes, MK12 5TW

- **Telephone:** 0203 598 7390
- **Email:** enquiries@utilitiesadr.co.uk
- **Website:** www.utilitiesadr.co.uk

If you appoint someone to act on your behalf, or if you ask someone else to act on your behalf, you must give written authority to allow us to deal with them.

General conditions

It is your responsibility to allow us access to your home. The engineer might stop the service if:

- They can't gain access
- They consider that the circumstances to carry out the work are potentially dangerous
- There's a risk to health or safety (e.g. where work is needed in a loft space and permanent boards, railings, lighting or ladders aren't in place)
- There are hazardous materials or infestation
- The engineer is subject to any abuse (physical or verbal)

We'll contact you to discuss why the engineer stopped the work and how this might be resolved.

Please note OVO Energy does not offer services for:

- Liquefied petroleum gas, oil fired, solid fuel or electric boilers and heating systems
- Back boilers or dual-purpose boilers such as AGA or Rayburn

- Central heating and/or controls specifically designed for piped or electric underfloor systems
- Tenants (you must be the owner of the house or flat)

We aren't liable for any delay, inconvenience, damage, or loss, including – but not limited to – loss of earnings caused by or due to an event or circumstance beyond our control (e.g. pandemic or extreme weather conditions).

Your boiler service

We aim to carry out your service by the date shown in your welcome or renewal letter. There might be more than a year between services. Our engineer will contact you before your annual service is due to agree on a date and time that suits you. The service is normally carried out Monday to Friday, between 9am to 5pm.

We'll try to contact you in order to arrange a service, using the contact details we have on record. If we can't reach you, we'll stop trying and send you a 'no access' letter. You can call us within the same agreement period to rearrange a service.

If you contact us after you've renewed, we'll count this as the service associated with the new agreement period (we won't perform more than 1 service in a given 12 month period).

If you choose not to renew but haven't had a service during the previous agreement, you have the right to ask for a service to be carried out up to 1 month after the end of your agreement. You won't be eligible for any refund of the service costs.

If OVO Energy can't fulfil its obligations due to reasons noted in the General conditions, OVO Energy reserves the right not to refund the cost of the service.

The annual boiler service will include:

- A visual check of the boiler.
- The boiler being fired safely to identify any working faults.
- A flue gas analysis efficiency test.
- Opening up the boiler and inspecting it, if necessary.
- Checking the flue and ventilation are in accordance with Gas Safety (Installation and Use) Regulations.
- Checking and adjusting the system pressure.
- Cleaning the condensate trap.
- Visually checking and bleeding radiators, if necessary.
- A visual check of the hot water cylinder.

- Confirmation in writing that the service has been carried out.
- Cleaning of the boiler's filter (if you ask us to). We won't be held liable for damage caused by the cleaning process or removal of the filter.

The annual boiler service doesn't include:

- Testing the system for the presence of sludge
- Testing or topping up system inhibitor levels
- Repair of damage or faults identified during the service
- Servicing of hot water cylinders
- Servicing of other gas appliances other than the boiler
- Gas safety certificates for landlord owned gas appliances

Changes in your circumstances

You must tell us if you sell the property or no longer need a service.

Cancelling the contract

If you want to cancel your contract please contact OVO Energy by:

- **Telephone:** 0330 102 8905
- **Email:** hi@ovoenergy.com
- **Post:** OVO Energy, PO BOX 3129, Worthing, BN11 9QS

If you pay by Direct Debit, cancelling your Direct Debit through your bank doesn't cancel your agreement with us. If you stop your Direct Debit without telling us, we'll contact you to arrange for collection of the money you owe. We won't carry out your boiler service until all missed payments are collected. If you default on a payment, we have the right to cancel your contract and you won't be entitled to your boiler service anymore. See Cancellation period and cancellation fees section.

We might cancel the contract where we have identified serious grounds, including but not limited to:

- Failure to provide us with information we've requested
- Failure to make payment for your contract
- Fraud or suspected fraud
- The use or threat of violence or aggressive behaviour against our staff, contractors or property
- The use of foul or abusive language
- Nuisance or disruptive behaviour

- Where your boiler exceeds 45kW heat output or is deemed commercial by the manufacturer
- You no longer own and occupy the property

Where possible we'll try to resolve the matter with you. If we can't agree on a solution, we might cancel the contract by contacting you at your last known address and giving you 14 days' notice.

Cancellation period and cancellation fees

If you cancel a new contract within 14 days from the date you receive your contract documents or within 14 days of your contract renewing, we'll refund any payment paid for the current contract period, as long as a boiler service has not been completed for the current contract term. No administration charge will be applied.

If you cancel mid-agreement and OVO Energy has performed a service, OVO Energy has the right to recoup the payments not yet collected towards that service.

If you cancel and OVO Energy hasn't performed a service, you won't be eligible for a service anymore. If you paid annually in advance, you'll get a pro rata refund for the days left on your agreement, minus a £30 admin fee. If you're paying by monthly instalments, your final balance will show the number of days your agreement has run for, minus any payment received, plus an admin fee of £30.

We won't charge more than the remainder of the contract.

Our contact information

If you have any questions, please contact OVO Energy by:

- **Telephone:** 0330 102 8905
- **Email:** customerservices@ovoenergy.com
- **Post:** OVO Energy, PO BOX 3129, Worthing, BN11 9QS

Telephone lines are open Monday to Friday 8am to 8pm, and Saturday 8.30am to 5pm (closed Sunday, Christmas Day, Boxing Day, and 1st and 2nd January). To help continually improve customer service, calls might be recorded.

For more information on our services and handy hints to help you keep your home running smoothly, visit ovoenergy.com

National Gas Emergency

If you smell gas, call the National Gas Emergency Service FREE straight away (**0800 111 999**).

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CORGI HomePlan Ltd is part of OVO Group Ltd