



## Heat Pump Service Plan Terms & Conditions

Last updated February 2024

### 1. The meaning of some words used in this Agreement

Appliances:	means those appliances detailed in the Heat Pump Service Plan;
Contract:	means the contract signed between you and us for the provision of the Services defined in clause 4;
Heat Pump:	means the Ground Source or Air Source Heat Pump as set out in the Heat Pump Service Plan;
Initial Inspection	means the initial inspection carried out pursuant to clause 3.1;
Property	means the property where the Heat Pump is located;
You/Your	means the customer as set out in the Heat Pump Service Plan contract;
We/Us/Our	means Wells Renewables.

### 2. Entering into a Legally Binding Contract

- 2.1 A contract between You and Us will come into being when you sign a copy of the Heat Pump Service Plan Contract.

### 3. Initial Inspection

- 3.1 Before We enter into a Heat Pump Service Plan Contract We will carry out an initial inspection so that We can ensure that the Heat Pump and associated components are in sufficient working order.
- 3.2 If We determine that the Heat Pump and associated components are in sufficient working order We will carry out a service.

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- 3.3 If We determine that the Heat Pump and associated components are not in sufficient working order, then We will give you a quote to bring the Heat Pump and associated components to the required standard. We will apply a 10% reduction to our usual price. For any Ground Source Heat Pumps, the 10% deduction in labour costs does not apply to any additional works or faults regarding the ground loop pipe works.
- 3.4 In the event that You do not agree to carry out the work to bring the Air Source Heat Pump and associated components to the required standard or We are of the opinion that the Air Source Heat Pump and associated components cannot be brought up to the required standard, then We shall not be obliged to enter into the Air Source Heat Pump Service Plan. You will need to pay us the sum of £160 (+ VAT) for the initial inspection in these circumstances.
- 3.5 In the event that You do not agree to carry out the work to bring the Ground Source Heat Pump and associated components to the required standard or We are of the opinion that the Ground Source Heat Pump and associated components cannot be brought up to the required standard, then We shall not be obliged to enter into the Ground Source Heat Pump Service Plan. You will need to pay us the sum of £250 (+ VAT) for the initial inspection in these circumstances.

## 4. Definitions and Scope of Service Plan

- 4.1 We offer two different levels of Service for both Air Source Heat Pumps and Ground Source Heat Pumps. The Heat Pump Service Plan will set out the plan that you have signed up to. The level of service under each plan are as follows:

### **4.1.1 Essential Air Source Heat Pump Service Plan**

The Essential Air Source Heat Pump Service Plan includes an annual service on the Air Source Heat Pump. This does not include the cost of parts, however there will be a 10% discount on all labour costs for repairs to the Air Source Heat Pump. Option to include annual Unvented Cylinder Service for an additional cost per month is available.

### **4.1.2 Premium Air Source Heat Pump Service Plan**

The Premium Air Source Heat Pump Service Plan includes an annual service on the Air Source Heat Pump. This does not include the cost of parts, however there will be a 10% discount on all labour costs for repairs to the Air Source Heat Pump. Option to include annual Unvented Cylinder Service for an additional cost per month is



available. In addition, the Premium Plan includes two call outs per year (refer to Schedule 1 for more detail).

#### **4.1.3 Essential Ground Source Heat Pump Service Plan**

The Essential Ground Source Heat Pump Service Plan includes an annual service on the Ground Source Heat Pump and an annual service on the unvented cylinder. This does not include the cost of parts. However, there will be a 10% discount on all labour costs for repairs to the Ground Source Heat Pump.

#### **4.1.4 Premium Ground Source Heat Pump Service Plan**

The Premium Ground Source Heat Pump Service Plan includes an annual service on the Ground Source Heat Pump and an annual service on the unvented cylinder. This does not include the cost of parts. However, there will be a 10% discount on all labour costs for repairs to the Ground Source Heat Pump. In addition, the Premium Plan includes two call outs per year (refer to Schedule 1 for more detail).

- 4.2 We may switch the type of plan that You are on if we decide that the Heat Pump is beyond economical repair due to its condition, spare part availability or cost, or due to the age of the Heat Pump. Alternatively, We may decide to terminate the Heat Pump Service Plan in accordance with clause 9.2. If We do switch the type of plan, then we will provide a refund of all payments made within the current contract period to the date of notification.

## **5. Service Levels**

Unless specifically excluded, the below Service Levels apply to each plan:

### **5.1 Priority Response Time**

We will endeavour, subject to workload and labour availability, to visit the Property within 48 hours (Monday - Friday, excl. bank holidays) in response to any breakdown or failure of the Heat Pump and associated components, when contacted before 10.00am. If possible, the fault will be diagnosed at that visit. If this is not possible a time scale for further diagnosis and repair will be agreed during the visit. This only applies to those with a Premium Heat Pump Service Plan.

### **5.2 Annual Heat Pump Service**

We will service your Heat Pump on an annual basis in line with the manufacturer's best practice service requirements. We will not provide more than one service in any 12 month period.

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### 5.3 **10% labour discount on repairs**

For all customers with our Heat Pump Service Plans, we offer a 10% labour discount on any repair works required to the Heat Pump itself.

## 6. Exclusions and Terms

A list of exclusions is found at Schedule 1.

## 7. Duration of the Plan and Renewal

7.1 Unless terminated in accordance with clause 9, the Heat Pump Service Plan contract shall continue for one year from the date of your initial inspection visit and shall then be renewed automatically for successive periods of 12 months unless terminated by either party giving not less than 4 weeks' notice to expire at the end of a term.

7.2 We will send you notification of the renewal 45 days in advance of the end of the term.

## 8. Payment

8.1 The costs of the plan are found on our website here:  
[www.wellsrenewables.com/heat-pump-service-plans](http://www.wellsrenewables.com/heat-pump-service-plans)

8.2 Payment for all Heat Pump Service Plans can be made either by:

8.2.1 A one-off annual fee; or

8.2.2 12 monthly payments in advance.

8.3 All payments will be collected via Direct Debit with Go Cardless.

8.4 If the monthly Direct Debit is cancelled during the contract period, the outstanding amount will be invoiced for full payment and due for payment within 7 days of invoice date.

## 9. Termination

9.1 Either party may terminate this Agreement at any time by giving notice in writing to the other party if:

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- 9.1.1 The other party commits a material breach of the Agreement which is not capable of remedy;
- 9.1.2 The other party commits a material breach of this Agreement which is not remedied within 14 days of receiving written notice of such breach;
- 9.2 We may immediately terminate the contract if:
  - 9.2.1 We decide that the Heat Pump is beyond economical repair due to its condition, spare part availability or cost, or due to the age of the Heat Pump. If we terminate the contract on this ground, then we will provide a refund of all payments made within the current term of the contract.
  - 9.2.2 You make any changes to the Heat Pump, and associated components that are included in a Heat Pump Service Plan to a standard that in Our reasonable opinion we consider dangerous, or which prevents the safe working of, or access to the Heat Pump and associated components. This would include (but is not limited to), the Heat Pump being moved or the Heat Pump being boxed in.
- 9.3 Without prejudice to any other rights that We may have, We may terminate this Agreement immediately on written notice to You if You have failed to pay any amount due under this Agreement on the due date and such amount remains unpaid ten Business Days after You have received a written notification from Us that the payment is overdue.
- 9.4 On termination of this agreement You shall immediately pay:
  - 9.4.1 the balance of the sums due under this Agreement; and
  - 9.4.2 for all services performed and goods supplied which are not included in the price

## 10. Change of Ownership

- 10.1 The Heat Pump Service Plan is not terminated by you selling the Property. You will still be liable for all payments due under this agreement until terminated in accordance with clause 7 or clause 9.
- 10.2 We will continue to provide the new owner of the premises the services under this Agreement for the remainder of the term.



10.3 It is Your responsibility to provide Us notice of termination and no refund can be made for months paid before notice has been received.

10.4 No refund will be made for the unexpired part of any Heat Pump Service Plan.

## 11. Exclusion and Limitation of Liability

11.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.

11.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities or use of the Premises for commercial purposes then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this Agreement.

11.3 We shall not be liable for loss or damage caused or arising as a result of:

11.3.1 delay in being able to obtain replacement parts from third party suppliers;

11.3.2 any defect or inadequacy attributable to the original design of the Heat Pump or associated components;

11.3.3 fire, lightning, explosion, flood, storm, tempest, frost/ice, impact, ingress, adverse and/or prolonged weather conditions or other extraneous cause.

11.3.4 a failure of the electricity or water supply;

11.3.5 damage caused by internal corrosion of the Heat Pump or associated components;

11.3.6 damage to components caused by central heating system debris, or by poor quality heating water or lack of system inhibitors.

11.4 We shall not be liable for the cost of temporary secondary heating, or any expenses or temporary accommodation costs in any event.

## 12. Force Majeure

We shall not be liable for any default if we are unable to carry out our obligations under the Heat Pump Service Plan due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

## 13. Contracts (Rights of Third Parties) Act 1999

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For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## 14. Law and jurisdiction

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.



## Schedule 1

### **Particular Terms and Exclusions**

1. We will not provide evening, weekend, or bank holiday call outs under the Heat Pump Service Plans.
2. We will only provide limited service provision between Christmas and New Year.
3. Two call outs per year are included in the Premium Heat Pump Service Plans only. No calls outs are included in the Essential Heat Pump Service Plans.
4. Each call out includes the first hours' labour only. Any further works and replacement parts/materials used will be chargeable.
5. We will not be able to offer a same day call out for any problem reported after 10am. We will do our best to accommodate a request for a same day call out made before that time, but we do not guarantee the availability of same day call outs.
6. We may supply and fit replacement parts or components which are not the same as the parts being replaced.
7. The Heat Pump Service Plan does not include the cost to supply parts or the replacement of the Heat Pump and associated components.
8. By including a Heat Pump in a Heat Pump Service Plan Contract we do not warrant that it is installed satisfactorily or to the prevailing standards. We will not be responsible for any fault, loss or damage attributable to the original design and make no warranty as to fitness for purpose or condition.
9. If, We identify that the water within the System has become contaminated to a level that is likely to cause damage to the Heat Pump and associated components, We can require you to undertake rectification works. Such works are not included within the Heat Pump Service Plan Contract. Assessments will be made using recognised industry tools.
10. For any remedial work required regarding a Ground Source Heat Pump, the 10% discount on labour costs does not apply to any additional works or faults regarding the ground loop pipe works.
11. Under the Heat Pump Service Plan, We will not:

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- 11.1 Make adjustments to time and temperature controls, smart internet/wifi controls or underfloor heating controls, pumps and actuators;
- 11.2 Attend call outs during the evening, weekends and bank holidays;
- 11.3 Provide a replacement Heat Pump if it is beyond economical repair;
- 11.4 Replace or top up your system inhibitor, unless We have removed it;
- 11.5 Reset your controls or replace batteries;
- 11.6 Repair, replace or be responsible for any parts that are designed specifically for underfloor heating;
- 11.7 Carry out any descaling work and any work arising from hard water scale deposits, or from damage caused by aggressive water, or an ingress of silt/debris from the water supply main. e.g. noises, debris, blockage;
- 11.8 Carry out the routine refill / top-up of sealed systems;
- 11.9 Replacing Consumables, i.e. gaskets, seals and heating system chemicals;
- 11.10 Any works or alterations to the fabric of your property that take place after our initial Heat Pump inspection, such as an extension or refurbishment project affecting the Heat Pump, associated components and pipework, may invalidate the Service Plan and it is your responsibility to notify us of such works. We may need to perform a re-inspection of the system after the works are completed to allow continuation of the Service Plan. Any re-inspection would be chargeable.