

Viessmann Ltd
Hortonwood 30
Telford
Shropshire
TF1 7YP
Tel: +44 (0) 1952 675000
Fax: +44 (0) 1952 675040

Fixed Price Repair Service - Terms & Conditions

These Conditions apply to the provision by Viessmann of a Fixed Price Repair Service.

Your agreement to proceed with an Order is an offer to purchase the Repair Service from us on and subject to these Conditions. Our booking an appointment for our engineer to visit the Property is acceptance by us of such Order and accordingly a contract is formed at such time. Once the Contract has been formed with you we will file it in electronic or paper copy for its records.

You may cancel the Contract by notifying us by e-mail: aftersales-uk@viessmann.com or by telephone 01950 675060 or in writing at the following address: Viessmann Ltd, Hortonwood 30, Telford TF1 7YP and your payment will be fully refunded accordingly.

1. Price and Payment

The Fee is inclusive of all parts integral to the appliance & includes labour and VAT.

1.1 The Fee is payable in full by you by credit or debit card at the same time as you place an Order.

2. The Fixed Price Repair Service

Our engineer will endeavour to repair the fault immediately following diagnosis. If our engineer is unable to for whatever reason then we will arrange a mutually convenient date for an engineer to return.

2.1 Our engineer will use all reasonable efforts to repair the fault. However, we cannot guarantee to be able to repair every fault. If an engineer is unable to repair a fault, or if our engineer diagnoses the necessary repair as being a fault of your central heating system (for boilers) and/or the diagnosis is because of a faulty installation of your appliance, then this is not covered under the Fixed Price Repair.

The Fixed Price Repair does not cover: (this list is not exhaustive)

- Clearing air locks, balancing and venting radiators, or work caused by the product being installed incorrectly
- Any water pressure adjustments on sealed central heating systems, except those that are done at the time of a repair.
- Any loss of water pressure indicated by the gauge on the boiler caused by water leaks within the radiator/hot water circuits.

- The lack of provision of additional expansion vessels that are required on larger heating systems.
- Problems associated with utility supplies.
- Problems arising from sludge or blockages.
- Corrosion (except the heat exchanger) howsoever caused, including water corrosion and /or air borne deposits due to variations in water quality outside the standards recommended by Viessmann. The heat exchanger has been designed to withstand corrosion both internally and externally from system water* and waste gas condensate respectively. *The system water quality must be to BS 7593

Heat Exchanger

Any damage, corrosion, noise or water leak from any waterway is not covered should investigation show that its cause is by: -

- Incorrect use, dosing or type of any proprietary system cleaner or corrosion inhibitor.
- Scale formation in permanent or temporary hard water areas where scale treatment is neither provided for nor adequate.
- Blockage of waterways caused by existing deleterious material (such as existing magnetite in radiators not removed by flushing)
- Water leaks on the radiator/hot water system and associated pipework.

The engineer will inform you of the nature of the fault and will advise you of what he/she considers to be any reasonable courses of action available to you, which may include that it is beyond economical repair and requires replacement. In such circumstances, we will charge you an inspection fee of £90.00 + VAT and refund the balance of the Fee.

2.2 If the cost of a repair including parts & labour is estimated to exceed £600.00 including VAT or the engineer believes the appliance to be beyond economic repair or irreparable then we will charge you an inspection fee of £90.00 + VAT and refund the balance of the Fee.

2.3 We will use all reasonable efforts to ensure that an engineer visits the Property on the agreed date. However, occasionally, due to circumstances outside our control, we may be unable to get an engineer to attend the Property on the agreed date. If this happens, we will contact you as soon as is reasonably practicable and agree an alternative date.

2.4 If you are unable to allow our engineer to access the Property on the agreed date, you should contact us as soon as is reasonably practicable (and in any such event before 12 noon on the day preceding such date) to arrange an alternative date for provision of the Repair. If you inform us after this time we reserve the right to retain a cancellation administration charge of £30 + VAT and we will refund the remainder of your Fee.

2.5 Our engineers need to be able to park within a practical distance from the Property - it is the customer's responsibility to ensure that parking is available.

2.6 We require a responsible person (16yrs & over) to be present in the property at all times.

2.7 Once inside the property if our engineer cannot gain clear and safe access to the appliance and we are therefore unable to carry out the repair, we reserve the right to retain an inspection fee of £90 and we will refund the remainder of the Fee.

3. Viessmann Guarantee

The specific repair to the appliance is guaranteed for 30 days. If the same fault reoccurs within this time period then we will carry out the repair FOC.

This guarantee will not apply where the same defect arises again as a result of:

- (i) wilful or accidental damage;

- (ii) use of the Appliance otherwise than in accordance with the user instructions;
- (iii) any tampering with, or alteration of, the Appliance by anyone other than us; or
- (iv) a fault in any other appliance, such as (without limitation) your ancillary heating system to which the Appliance is connected.

If when the engineer attends & a different fault is diagnosed then the Fixed Price Repair Fee is applicable & must be paid before the repair is carried out.

3.1 Any parts fitted in providing the repair will carry a 12 month warranty. Should a part(s) become faulty outside of 30 days but within 12 months of the initial repair then a labour fee of £90.00 + VAT will be applicable.

4. Limitations on our Liability

We will not be liable to you for any loss, damage, costs or expenses:

- (i) that are not a reasonably foreseeable consequence of a breach by us of these Conditions;
- (ii) that are not caused by any breach of these Conditions by us; and for business losses, or losses to non-consumers.

YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO HAVE IN PLACE AND MAINTAIN ADEQUATE INSURANCE POLICIES IN RESPECT OF YOUR PROPERTY.

Nothing in these Conditions shall: limit our liability under Part 1 of the Consumer Protection Act 1987 in relation to the safety of parts or for death or personal injury caused by our negligence; or affect any statutory rights which you may have as a consumer.

5. Your Personal Details

We shall use and safeguard your personal details in accordance with all applicable Data Protection legislation.