



Hometree

**HEAT PUMP SERVICING PLAN
TERMS & CONDITIONS**



Welcome to the Hometree Family

Thank you for choosing Hometree to be your heat pump servicing plan provider.

We believe that customers should get better, more affordable service plans with no hidden surprises and the best customer service possible.

As part of this, we have designed our terms and conditions to be as easy to read and as transparent as possible. This is the legal part of your agreement with us, but we have tried to remove any confusing jargon and language from it so that it is easy to understand.

We want you to know exactly what you are paying for so please spend a bit of time reading this as it will help you understand exactly what is included in the plan.

We have created our products by listening to customers and understanding their needs. This is an ongoing process and therefore we value hearing from as many of you as possible so we can shape our future products. If there is anything you don't understand or have any other thoughts, please reach out as we love hearing from our customers!

This contract forms a maintenance service agreement between you and Hometree Marketplace Limited. Repairs are not included in this contract and any that are provided will be subject to a separate charge.



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DEFINITIONS

A list of important definitions we use in these terms and conditions.



Some phrases that we use in these terms and conditions have specific meanings. When you see these words appear in the document, look at this list for the specific meaning.

agreement	All the documents that give you information about your plan. This includes the welcome letter and these terms and conditions.
authorised contact	Any person listed as on your account that we may take instruction in the administration of this service plan.
Dispute Resolution Ombudsman	Means Dispute Resolution Ombudsman Limited Registered in England and Wales: 8945616
effective period	The effective period shall be the start date of the service plan until it is concluded in line with the cancelation terms
engineers	Any member of the Hometree engineer network, or affiliated network, we assign to conduct the annual service visit on our behalf in order to effect the terms of this agreement.
force majeure	Unforeseeable circumstances which prevent us from fulfilling all or any of the terms of this agreement as detailed in “S.5 Legal Information”.
heat pump	The heat pump unit itself. This does not include the rest of the heating system.
heating system	The rest of the heating system excluding the heat pump. This includes your central heating, radiators, hot water system, and/or underfloor heating.
home	A building designed for residential use that you own and either live in or rent out for someone else to live in, including any attached garage or conservatory.
payment	Unless otherwise stated, payment means any transfer of monies from you to Hometree.
service plan	Means this agreement in its entirety.
servicing team	The Hometree team responsible for organising annual service visits.
start date	The day your first payment begins . This date is confirmed on your welcome letter.
we/us/our	Hometree Marketplace Limited, Company number: 09808066
welcome letter	The email or letter which forms part of the plan containing your name, home address, selected plan, and any other details that may apply.
you/your	The person listed as the plan holder.



Interpretation

In these Conditions, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) as applicable. Any reference to either gender shall be held and construed to include the other gender, for example “his,” “he,” or “him” shall also apply to “her,” “she,” or “hers” and vice versa;

(b) a reference to a Party includes its personal representatives, or permitted assigns if applicable;

(c) any reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted, and;

(d) a reference to writing or written excludes fax but includes e-mail unless stated otherwise. manufacturer’s warranty.



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WHAT IS INCLUDED IN YOUR PLAN

Here we outline the key items that are included in your plan as well as important payment information.



OUR PLAN

Once you have purchased your plan, we will send you a welcome letter confirming when your plan starts. You can see which type of contract you have on your welcome letter. You must be the owner of the home.

Prices and price change

All of our plans are annual contracts but you can pay for your plan by either monthly or annual Direct Debit.

Your plan is a service plan which means we will provide an annual service. Repairs are not included under this contract and any that are provided are subject to a separate charge and at the absolute sole discretion of Hometree. This is not an insurance policy.

Your agreement shows the total amount you will pay including tax and the length of your contract.

Our price will not change over a 12-month period unless you change your agreement, or the Government changes the relevant tax rate.

Renewals

All of our contracts are up for renewal every 12 months. We will write to you at least 30 days before your plan is due for renewal and inform you if there are any price changes. We will keep renewing your plan automatically, until you ask us to stop.



What is included

Hometree is the administrator of this service plan. Your heat pump service plan is a one year (12 month) rolling agreement, which includes;

A single annual service visit from a qualified engineer for your heat pump and heating system. During this visit, the assigned engineer will conduct checks which are relevant to the condition, and any observed issues of the relevant appliance. These may include, but are not limited to the following:

1. Inspection of your heat pump
2. A check of heating circuit return set point
3. Readings of all measured values
4. A review controls and timings configuration
5. A check of antifreeze concentration
6. A check system pressure
7. Inspection of the ground loop
8. A check of rotation, direction and condition of ground loop pump
9. A check and (if required) cleaning of strainer/boiler buddy
10. Cleaning of outdoor heat exchanger
11. A check of the Expansion vessel
12. Testing of the air bleed valves
13. A check of all joints for leaks
14. A check of the insulation condition
15. A check of the heating circuit pressure
16. A check of the rotation direction of heating pump
17. A check of and (is required) cleaning of the strainer
18. A check of the heating system expansion vessel
19. A check of the pressure reducing valve
20. A check of the domestic hot water expansion vessel
21. Testing the operation of the diverter valve or circulation pump
22. A check of the operation of immersion heater

It should be noted that not all of the above checks will be required on every service and we cannot guarantee that all of the above will be conducted on every visit. During our visit, we may provide additional copies of operating instructions and training material for the use of the appliance.

When we complete the annual service, our engineer will give you, or we will send you, a service visit report that shows you exactly what we looked at as part of the annual service. This service visit report can serve as evidence of annual servicing to fulfil the manufacturer warranty requirements of ongoing maintenance.

What is not included

The annual service visit will not include the following:

- any repairs or replacements that require a separate visit;
- cleaning of the heat pump and heating system beyond clearing the area for the purpose of the service visit

If we find a problem or fault that needs to be fixed, we will tell you about it to help you with next steps, be it with Hometree or with your installer. The cost of any repairs are not included in this plan.

Addressing any issues caused by the service visit

If, in the unlikely event that any issues or damages arise to the systems as a result of the service visit, please contact Hometree immediately so that we may assess this and provide next steps to resolve the issue.



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HOW TO

Here we explain how and when we will organise your service visit, make any changes to your plan, cancel your plan or make a complaint.



How to organise an annual service visit

Arranging the annual service visit

We will try and arrange a service visit at a time that is convenient to you, unless something beyond our control makes that impossible – in which case our dedicated servicing team will let you know as soon as possible and arrange another time when our engineer can visit.

Whilst we will make every effort to contact you or your authorised contact to book your annual service, it remains your sole responsibility to arrange for the annual service to be completed. Hometree accepts no responsibility or liability for loss or damage to any appliance referenced in this document or loss of warranty to those same appliances as a result of failure to comply with annual servicing requirements. Hometree will not refund you if you do not arrange the service visit.

If you miss any payments

Before we book your annual service or repair, Hometree will require you to pay for any unpaid / overdue payments and our engineer may not visit the home before these are paid.

How to make a change to your contract

Changes to your home or heat pump

If you make any changes to your heat pump during the contract period, you will need to inform us. You can call Hometree at 0330 912 4843 or email us at support@hometree.co.uk to speak to our team about these changes.

Changes to your contact information

You need to let us know if there are any changes to your contact details including telephone number, address, or email.

Cancelling your contract

You can cancel your service plan at any point without a cancellation fee. We will refund any payments you have made so long as we have not conducted any work during the effective period.

If we have already carried out the annual service visit and then you cancel your contract, you will still have to pay £300 (incl. tax) to cover the cost of work done.

When we have to cancel

We can cancel your contract straight away if:

- You give us false information
- You put our people's health and safety at risk, for example, through physical or verbal abuse
- Your home is unfit or unsafe to work in
- You do not let us in to your home to work, despite several attempts
- You do not make your payments

We will try writing to you to collect the money you are due to pay. If we do not hear from you and you don't pay, we'll cancel your contract no less than 30 days after the date we first found out your payment had failed.



How to make a complaint

Our mission is to provide customers with the highest level of service. If we have fallen short of your expectations, we will make every effort to resolve the issue quickly for you. To give you even more protection in case something goes wrong, there are various levels of escalation that you can turn to.

Please get in touch with us as soon as possible if there is anything wrong with any part of your service plan.

Details on how to make a complaint can be found in our complaints policy here: <https://www.hometree.co.uk/complaints-policy/>

- Call us on 0330 912 4843
- Email us at support@hometree.co.uk

We take any complaint seriously and we will do our best to fix any issue as soon as possible. If we need time to investigate, we will let you know and keep you updated.

If we are unable to resolve your complaint

We will write to you with our final resolution. If you are still unhappy you then have the right to refer your complaint to The Dispute Resolution Ombudsman, who offers a free independent complaint resolution service. You can refer to the Dispute Resolution Ombudsman free of charge - but you must do so within six months of the date of our final response letter. You can contact them via one of the following methods:

Website: www.disputeresolutionombudsman.org/dispute

Email: info@disputeresolutionombudsman.org

Post:

Premier House,
First Floor, 1-5 Argyle Way,
Stevenage, SG1 2AD
Registered in England and Wales: 8945616

Phone: 0333 241 3209



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SAFETY AND SECURITY

This section explains the procedures we take to look after the safety and security of our customers and engineers.



Our products are unique as they involve sending engineers into people's homes to fix issues with complicated systems such as heat pumps. Therefore, we place extra importance on the safety of our customers and engineers. We have several processes in place to make sure of this.

Our engineers

The servicing team will send an approved engineer to carry out the work for your heat pump and heating system as detailed in this agreement or a carefully vetted plumber or electrician.

Getting into your home

To keep our customers safe, our engineer will only work on your home if there is someone 18 years or older there the whole time. They must be able to give instructions to our engineer on your behalf.

It is your responsibility to arrange for the engineer to access your home. If the engineer is unable to access your home, you will need to rearrange the appointment. If you do not arrange a new appointment, your service plan will continue. After three failed attempts to get into your home, we reserve the right to cancel your plan.

Safety risks in your home

Our engineer will not start or continue doing any work in your home if they believe there's a health and safety hazard. Our engineer will only return to finish the work if that risk is gone. Asbestos needs to be removed before the engineer can conduct the service visit. You will also need to arrange and pay for someone else to remove the asbestos and give the servicing team a Certificate of Reoccupation, which proves that all asbestos has been removed in line with legislation and it is safe to return to the home. Only after this can our engineer start working again.

If your system is unsafe or against regulations

From time to time, we may inform you that your system needs repairs or improvements to keep it working safely, but are not covered by your service plan.

If you decide not to follow this advice, you may not be covered under this agreement, and your service plan will keep running until you or we change or cancel it.

When this happens, you will still be liable for the agreed payments under this agreement until the end date or it is cancelled.



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LEGAL INFORMATION

Details around how we use personal data, applicable law and other legal information.



Hometree

This plan is provided by Hometree Marketplace Limited. We are a company registered in England and Wales (company number 09808066. VAT: 228718977) at Hamilton House, 4 Mabledon Place, King's Cross, London, WC1H 9BB.

Law and jurisdiction

This plan shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Personal information

We use your personal information to provide you with the services in this agreement.

For more information about how we use your personal information please see our privacy policy: <https://hometree.co.uk/privacy-policy>

Force majeure event

Hometree shall not be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including, without limitation, the following force majeure events that frustrates the purpose of this Agreement:

- (a) acts of God;
- (b) flood, fire, earthquake or explosion;
- (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- (d) government order or law;
- (e) actions, embargoes or blockades in effect on or after the date of this Agreement;
- (f) action by any governmental authority;
- (g) national or regional emergency;
- (h) strikes, labour stoppages or slowdowns or other industrial disturbances;

- (i) epidemic, pandemic or similar influenza or bacterial infection ;
- (j) shortage of power or transportation facilities; and
- (k) other similar events beyond the reasonable control of the Impacted Party.

Limitation of liability

The restrictions on liability in this clause apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation, or;
- breach of the terms implied by the Consumer Protection from Unfair Trading Regulations Act 2008

Subject to the statutory exclusions above, Hometree's total liability to the Customer shall not exceed £3,000. The following types of loss are wholly excluded:

Loss of any income or profits made made or expected from employment or other business activities;

- loss of savings;
- loss of any type of manufacturers warranty, any other type of warranty or guarantee; or
- indirect or consequential loss

Unless you notify us that you intend to make a claim in respect of an event within the notice period, Hometree shall have no liability for that event.

The notice period for an event shall start on the day on which the Customer became, or ought to have reasonably become, aware of the event having occurred and shall expire 90 days from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.



Under warranty from a third party

If your heat pump or heating system is covered by a third-party warranty, it is your responsibility to make sure that any work we do doesn't affect that warranty. We will not be liable if any work we conduct on your heat pump or heating system does not comply with the manufacturer's warranty.

Who can benefit from this contract?

Nobody other than you can benefit from your plan. However, you can add authorised people onto your account from whom we will take instructions.

Moving these contracts to an insurance contract

If we introduce a comparable insurance product you agree that at our discretion we can move you to an insurance contract at your next renewal, or earlier if you or the regulator request us to.