Baxi Heating UK Limited – Free Repair Service for NHS Employees (the “Service”)

TERMS AND CONDITIONS

1. The Service is provided by Baxi Heating UK Limited (company number 03879156) (“Baxi”), whose registered office is at Brooks House, Coventry Road, Warwick, CV34 4LL.

2. The Service is available to all employees of the National Health Service (“NHS”), aged 18 or over and who are resident within the United Kingdom. Employees of Baxi, their families or household members, agencies, or anyone else professionally connected with the Service are not eligible to apply.

3. By applying for the Service, applicants will be deemed to have accepted these terms and conditions and agreed to be bound by them.

4. The Service will be available from 8.00am on Monday 6 April 2020 and end at 6.00pm on Tuesday 30 June 2020 (the “Period”).

5. To apply for the Service in the Period, applicants must:
   a. be a current employee of the NHS and not subject to the Government’s Coronavirus Job Retention Scheme;
   b. contact Baxi Customer Support by telephoning 0330 678 0165 if their Baxi domestic gas boiler, electric boiler and/or cylinder which is branded Baxi, Potterton, Main, Remeha, Heatrae Sadia, Santon or Megaflo (the “Appliance”) in the residential property in which they reside (the “Property”) breaks down and is out of warranty;
   c. provide valid proof of NHS employment to Baxi when applying for the Service; and
   d. present a valid NHS ID card to the engineer on their arrival at the Property to carry out the Service.

6. No purchase is necessary to apply for and/or benefit from the Service.

7. Applicants who successfully apply for the Service will be entitled to free labour and/or parts (where required) to repair the Appliance at the Property up to a maximum value of £1,500 including VAT.

8. The Service is limited to one repair per Property.

9. The Service may be provided by a Baxi Customer Support engineer or by a Baxi approved installer.

10. The Service is non-exchangeable, non-transferable, and is not redeemable for cash or other services.

11. Applicants agree to take part in publicity related to the Service. Such publicity may include the use of the applicant’s name, photograph (which they will provide on request) and a statement regarding the Service and/or Baxi products.

12. The Service will be subject to Baxi’s standard terms and conditions relating to one off repairs which can be found here. In the event of any inconsistency between the conditions for one off repairs and these terms and conditions, the latter shall prevail.
13. Applicants are responsible for accounting to HMRC for any tax liability that may arise under or in accordance with the Service.

14. Baxi reserves the right, in its absolute discretion, to:

   a. verify those that qualify for the Service, including but not limited to proof of identity and/or employment, and request additional documentary evidence from applicants accordingly; and

   b. withdraw the Service and/or disqualify any applicant where there are reasonable grounds to believe there has been a breach of these terms and conditions or otherwise where an applicant has gained advantage from applying for or used fraudulent means to benefit from the Service.

15. Baxi reserves the right to withdraw, or amend or alter the terms of, the Service at any time and without notice. Applicants will be deemed to agree that no liability shall attach to Baxi as a result of any withdrawal, amendment or alteration.

16. Baxi reserves the right to amend or alter these terms and conditions without notice. These terms and conditions prevail in the event of any conflict or inconsistency with any other communications relating to the Service.

17. Baxi’s decision in respect of all matters relating to the Service will be final and no correspondence will be entered into.

18. Any personal data relating to applicants will be used solely in accordance with current data protection legislation and will not be shared with third parties except those necessary to administer the Service.

19. To the fullest extent permitted by law, neither Baxi nor any other person or party associated with the Service shall be liable for any loss or damage whatsoever suffered (including, but not limited to, indirect or consequential loss or damage) and Baxi’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Service shall in no circumstances exceed to the value of the Service.

20. The Service and these terms and conditions will be governed by English law and any disputes/claims which arise out of or in connection with them will be subject to the exclusive jurisdiction of the English courts.