

Connected Gateway Installation Terms & Conditions

These Conditions apply to the provision by us of a Connected Gateway Installation in relation to your domestic boiler. These Conditions are important: please read them carefully and retain a copy for future reference.

In these Conditions, the following words have the following meanings:

“**Boiler**” means a domestic boiler manufactured and supplied by us which meets the criteria set out in clause 1.1 and in respect of which you request the Connected Gateway Installation;

“**Conditions**” means these terms and conditions as may be amended in accordance with clause 10;

“**Connected Gateway Installation**” means the fitting of hardware to the Boiler which can connect to our cloud environment and securely send Boiler performance and reliability data to us;

“**Contract**” means the contract for the Connected Gateway Installation as described in clause 2.1 and which includes these Conditions;

“**Engineer**” means our engineer or a suitably qualified third party representative engaged by us;

“**Payment**” means the price to be paid by you for the Connected Gateway Installation as advised by us;

“**Order**” means a request for a Connected Gateway Installation made by you to us;

“**Property**” means the residential premises where the Connected Gateway Installation is to take place, as specified by you in the Order;

“**Visit Date**” means the date on which the Engineer attends the Property to carry out the Connected Gateway Installation. You acknowledge that we may propose a Visit Date prior to the expiry of the fourteen (14) day cancellation period noted in clause 2.2;

“**we**”, “**us**” or “**our**” means Baxi Heating UK Limited (registered in England and Wales with company number 03879156) whose registered office is at Brooks House, Coventry Road, Warwick, CV34 4LL; and

“**you**” or “**your**” means the person who requests the Connected Gateway Installation from us.

1. Boiler criteria

1.1. To be eligible for the Connected Gateway Installation, your Boiler must be:

- 1.1.1. owned by you;
- 1.1.2. used for personal and non-business use only;
- 1.1.3. less than 10 years old;
- 1.1.4. in good working order; and
- 1.1.5. located in the United Kingdom.

2. The Contract and cancellation

- 2.1 Your agreement to proceed with an Order is an offer to purchase the Connected Gateway Installation from us, on and subject to these Conditions. The booking of an appointment for the Engineer to visit the Property by us is our acceptance of the Order, and accordingly the Contract is formed at this time (“**the Date of the Contract**”).
- 2.2 Subject to clause 2.3, you are entitled to cancel the Contract for any reason within fourteen (14) days of the Date of the Contract. In these circumstances you will be entitled to a full refund of the Payment.
- 2.3 If the Visit Date occurs during the fourteen (14) day cancellation period, you will not be entitled to cancel the Contract under clause 2.2.
- 2.4 If you wish to cancel the Contract, please contact us using the details in clause 13. There is also a cancellation form at www.baxi.co.uk/terms which you can download and use.
- 2.5 We may cancel the Contract where there is a valid reason for doing so by giving you at least seven (7) days’ written notice. Valid reasons include, but are not limited to:
- 2.5.1 where you fail to comply with your obligations under the Contract; or
 - 2.5.2 where you have used threatening or abusive behaviour or language towards our staff or representatives.

3. Payment

- 3.1 The Payment is inclusive of the labour and parts required for the Connected Gateway Installation and VAT. It does not include any charges for either parts or labour should the Boiler be found to be faulty and is out of warranty.
- 3.2 The Payment is payable in full by you by credit or debit card at the time the Order is placed.

4. The Connected Gateway Installation

- 4.1 The Engineer will attend the Property on the Visit Date, or such other date as is agreed under clauses 4.2, 4.3, 4.4 or 4.6.
- 4.2 The Engineer will examine the Boiler prior to commencing the Connected Gateway Installation. If the Boiler is found to be faulty, you may be given the option for the Boiler to be repaired. Unless the Boiler is within the warranty period, any parts and labour required to carry out the repair will be charged at our current standard rates. If the Engineer does not have the necessary parts to repair the fault at the time of diagnosis, we will arrange a mutually convenient time for the repair to be carried out. If you choose not to have the Boiler repaired, we reserve the right to charge you an inspection fee of £45 prior to refunding the balance of the Payment to you.
- 4.3 We will use all reasonable efforts to ensure that the Engineer visits the Property on the Visit Date. If, due to circumstances outside of our control, this is not possible we will contact you as soon as is reasonably practicable to agree an alternative Visit Date.

- 4.4 If you are unable to arrange for the Engineer to access the Property on the Visit Date, you should contact us as soon as is reasonably practicable (and in any event before 12 noon on the day preceding the Visit Date) to agree an alternative Visit Date. We reserve the right to charge you a cancellation fee of £45 where notification is received after 12 noon on the day preceding the Visit Date, or if the Engineer is not able to gain access to the Property on the Visit Date because no one is home.
- 4.5 If the Engineer determines, in his/her reasonable opinion, that the Boiler is inaccessible and/or that there is no clear and safe access to it to carry out the Connected Gateway Installation, we reserve the right to retain an inspection fee of £45 prior to refunding the balance of the Payment to you.
- 4.6 We reserve the right to cancel any appointment if we reasonably believe that the health and/or safety of the Engineer cannot be guaranteed. In these circumstances, we will contact you to agree an alternative Visit Date.
- 4.7 The Engineer must be able to park within a practical distance from the Property to access tools and equipment carried in their transit-style vans. It is your responsibility to ensure that adequate parking is available.

5. Continuous Connected Support

- 5.1 Upon completion of the Connected Gateway Installation, the Boiler will connect securely to our cloud environment and activate its internal hardware to start sending data. The Boiler will continue to send data to us once a day or, in the unlikely event of a fault, immediately with the key details to allow us to help resolve the problem in the most efficient and effective manner. The Boiler will remain connected to our cloud environment unless you contact us to terminate the Contract.
- 5.2 If you have an existing maintenance and support plan for the Boiler, the connected data service will be provided free of charge. However, if you decide to cancel your plan, you will be offered the opportunity for the Boiler to remain connected for a monthly fee.
- 5.3 If you do not have an existing maintenance and support plan for the Boiler, the connected data service will be provided free of charge for a 12 month period following the Visit Date. On expiry of this period, you will be offered the opportunity for the Boiler to remain connected for a monthly fee.

6. Connected data

Details of how your connected data is used and stored can be found in the Baxi uSense and Baxi Connect privacy statement at www.baxi.co.uk/terms.

7. Guarantee

- 7.1 Subject to clause 7.2, where a fault with the Boiler occurs within 12 days of the Connected Gateway Installation, we will arrange for the Engineer to attend the Property to perform a diagnostic check.
- 7.2 This visit and diagnostic check will be free of charge unless the fault has arisen as a result of:
 - 7.2.1 wilful or accidental damage;

- 7.2.2 use of the Boiler otherwise than in accordance with the user instructions;
 - 7.2.3 any tampering with, or alteration of, the Boiler by anyone other than us; or
 - 7.2.4 a fault in any other appliance, such as (without limitation) the ancillary heating system to which the Boiler is connected.
- 7.3 THE GUARANTEE SET OUT ABOVE DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER. If you prefer, you may rely on your statutory rights rather than make a claim under the guarantee. Details of these rights can be obtained from Citizens Advice at www.citizensadvice.org.uk.

8. Limitations on our liability

- 8.1 We will not be liable to you for any loss, damage, costs or expenses that are:
- 8.1.1 not a reasonably foreseeable consequence of a breach by us of the Contract;
 - 8.1.2 not caused by any breach of the Contract by us; or
 - 8.1.3 incurred by any business or non-consumer.
- 8.2 YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO HAVE IN PLACE AND MAINTAIN ADEQUATE INSURANCE POLICIES IN RESPECT OF YOUR PROPERTY.
- 8.3 Nothing in these Conditions will:
- 8.3.1 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
 - 8.3.2 affect any statutory rights which you may have as a consumer.

9. Events beyond our reasonable control

If we are unable to perform any of our obligations under the Contract as a result of any event or circumstance beyond our reasonable control, including (without limitation) flood, fire, strikes, lockouts, epidemics, pandemics, acts of Government and terrorism, such failure will not be regarded as a breach of our obligations and we will be entitled to suspend performance of those obligations and/or the Contract until such time as we are able to perform the obligations. We will use all reasonable efforts to recommence performance of any obligation affected by any such circumstances as soon as reasonably practicable.

10. Changes to the Conditions

- 10.1 We may modify or replace these Conditions to:
- 10.1.1 comply with the law, regulations, industry guidance or codes of practice;
 - 10.1.2 rectify errors or ambiguities; or
 - 10.1.3 reflect changes in the scope or nature of the services provided to you.

10.2 We will give you thirty (30) days' written notice of any change that could affect your rights or obligations and provide you with a brief explanation of such changes. The new conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the Contract by notifying us in accordance with clause 2.4.

11. General

11.1 The Contract can only be amended or varied by written agreement between us.

11.2 No third party will have the benefit of or the right to enforce any term of the Contract and the Contracts (Rights of Third Parties) Act 1999 will not apply to the Contract accordingly.

11.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted but that will not affect the validity, legality and enforceability of the remaining provisions.

11.4 The Contract will be governed by and construed in accordance with the laws of England and Wales, and you and we both agree to submit to the exclusive jurisdiction of the courts of England and Wales. Where the Property is located in Scotland, the Contract will be governed by and construed in accordance with the laws of Scotland, and you and we both agree to submit to the exclusive jurisdiction of the courts of Scotland.

12. Your personal data

We will process your personal data in line with current regulations. Further details can be found in our privacy notice at www.baxiheating.co.uk/privacy.

13. Contact us

If you need to get in touch at any time, or you have any queries or complaints, please contact us by e-mail (bcs.admin@baxi.co.uk), by telephone (0344 871 1545), or by post (Baxi Customer Support, Brooks House, Coventry Road, Warwick, CV34 4LL).