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## 1. Definitions used in these Terms & Conditions

Where the following words and phrases appear in these terms and conditions, they will have the following meaning:

**Agreement** means a written agreement between the customer and South West Energy Services Ltd incorporating these terms and conditions, for the provision of a SWES Care Product at the premises as recorded by letter.

**Annual Service** means an annual visit to check that the boiler at the premises is in good working order and safe to use.

**Application form** means the application incorporating these terms and conditions made by the customer to South West Energy Services Ltd for the provision of the SWES Care Product at the premises.

**Beyond economical repair** means that your heating equipment is not economical to repair.

**Boiler** means electrical and mechanical components (including an integral mechanical or digital time-switch) within and including the boiler casing.

**Contract** means all elements of the application form which relate to the SWES Care Product and these terms and conditions; and the agreement.

**Contract term** means the 12 month period beginning on the inception date of the contract and any subsequent renewal date.

**Controls (Wired)** means the programmers & timers, room thermostat and cylinder thermostat (excluding all wireless controls).

**Controls (Wireless)** means wireless programmers, timers and room thermostats, transmitter & receiver units (including internet enabled heating controls).

**Consequential losses** means an indirect loss resulting from the process of carrying out a repair.

**Cooling off period** means the period commencing on the date of sale of the SWES Care Product to the customer and ending on the latter of:

- a) the conclusion of the day falling 30 days after the date of sale;
- b) the date South West Energy Services Ltd receive the customer's first successful standing order payment.

**Customer** means the individual person with whom South West Energy Services Ltd have entered into this contract and who are accepting of these terms and conditions.

**Decorative** means an aesthetic covering or flap which has no effect on the operation or safety of the appliance.

**Gas supply pipe** means the rigid internal pipework used to supply gas to the customer's boiler, from the outlet of the gas meter (or regulator in the case of an L.P.G. installation) to the isolation valve of





the customer's boiler. Following a gas leak and subsequent isolation, South West Energy Services Ltd will reinstate a safe and functional gas supply in the most practicable and cost effective way (excavation not included). No consideration will be taken for aesthetics should pipework need to be re-run. Accidental damage not included. Any regulators, flexible hoses and cooker hoses are excluded. All suspected gas escapes must be reported to Wales and West Utilities on 0800 111 999.

**Heating equipment** means the equipment as covered under the SWES Care Product being the boiler and / or; the controls and / or; the system.

**SWES Care Product** means the customer's chosen cover option being one of either; SWES Care, SWES Care Landlord or SWES Care Service

**Inception date** means the start date of the contract.

**Initial inspection** means a visit by South West Energy Services Ltd to the premises prior to the plan inception to inspect the heating equipment (as covered under your chosen SWES Care Product) to confirm South West Energy Services Ltd can accept the heating equipment under the SWES Care agreement.

**Intermittent fault** means a malfunction of a device or system that occurs at intervals, usually irregular, that functions normally at other times.

**Internal plumbing** means all internal plumbing pipework within the fabric of the customer's property between the cold water stopcock, up to and including any outlets or taps.

**Letter** means the written communication between South West Energy Services Ltd and the customer (or vice-versa) which records and details the agreement between the customer and South West Energy Services Ltd made in the agreement.

**Premises** means the private domestic residential dwelling where the heating equipment covered under this contract is situated.

**South West Energy Services Ltd** means South West Energy Services Ltd (Company Reg 3711729), Unit 29 City Business Park, Somerset Place, Plymouth, PL3 4BB and / or its successors and assignees. Hereby referred to as South West Energy Services Ltd.

**System** means system pumps, motorised valve(s) and all heating related pipework outside of the casing of the boiler up to and including radiators (excluding all under floor heating systems and their controls).

**We or Us** means South West Energy Services Ltd

## 2. The Contract

2.1 The contract is between the customer and South West Energy Services Ltd.

2.2 These terms and conditions apply to the maintenance and repair service provided by South West Energy Services Ltd for the customer domestic gas heating equipment as covered under their chosen SWES Care Product.





**2.3** The contract is based on the SWES Care Product the customer has chosen on the application form or in the customer's agreement and the components of which are covered by this option as set out in the definitions (see "Definitions" section).

### **3. Inception Date**

**3.1** South West Energy Services Ltd will process the customer's application as soon as possible. The contract will start on the date South West Energy Services Ltd receive the customer's annual payment or initial monthly premium.

**3.2** South West Energy Services Ltd will not provide any emergency or breakdown services under the contract until the initial payment for the services has been taken following a successful initial inspection..

### **4. SWES Care - What's Included**

This section covers 3 products, SWES Care, SWES Care Landlord and SWES Care Service. Subject to the limitations set out in this contract, SWES Care includes the following:

#### **SWES Care**

**4.1** An initial inspection of the customer's heating equipment which South West Energy Services Ltd will aim to carry out within 30 days of receiving the customer's application (please see the "Initial Inspection and Remedial Works" section for further details).

Circumstances including, but not limited to, adverse weather conditions and increases in emergency breakdown volumes may impact this timescale.

**4.2** An annual service and system inspection.

**4.3** The cost of labour and parts for repairs needed to maintain the customer's heating equipment in working order in accordance with the customer's SWES Care Product. Any such repairs will be provided by South West Energy Services Ltd to the customer upon inception of the contract and providing standing order payments are up to date (monthly payment frequency only).

In the event that parts are required to reinstate the working order of the customers heating equipment, South West Energy Services Ltd are required to supply and fit its own parts to a similar or standard specification to those currently fitted.

**4.4** All labour, parts and materials for repairs and access costs are included up to a maximum of £800 (including VAT) for each breakdown (whether such breakdown requires one or more visits to complete). Labour is calculated at our standard rate and part costs are calculated using wolseley uk ltd retail prices. In this instance we will deem your repair to be Beyond Economical Repair.





**4.5** If required, South West Energy Services Ltd will carry out a chemical power flush to attempt a repair. SWES Care Customers will be charged a discounted rate to our standard rate of £150 for this to be carried out. This does not include removal/replacement of radiators and / or pipework to clear sludge or blockage. If the powerflush does not remedy the fault, the customer will not be covered under their SWES Care Product for further work to complete the repair in accordance with point **5.2** of these terms and conditions.

**4.6** An unlimited number of callouts to perform repairs under the contract provided that standing order payments are up to date (monthly payment frequency only). This does not include intermittent faults.

**4.7** Access to fully qualified Gas Safe Registered engineers 365 days of the year.

**4.8** Repairs will be carried out on the boiler, controls, radiators and visible pipework.

### **SWES Care Service**

**4.9** An initial inspection of the customer's heating equipment which South West Energy Services Ltd will aim to carry out within 30 days of receiving the customer's application (please see the "Initial Inspection and Remedial Works" section for further details).

Circumstances including, but not limited to, adverse weather conditions and increases in emergency breakdown volumes may impact this timescale.

**4.10** An annual service and system inspection.

**4.11** The cost of labour and parts for repairs needed to maintain the customer's heating controls, radiators and visible heating pipework in working order in accordance with the customer's SWES Care Product. Any such repairs will be provided by South West Energy Services Ltd to the customer upon inception of the contract and providing standing order payments are up to date (monthly payment frequency only).

In the event that parts are required to reinstate the working order of the customers heating equipment, South West Energy Services Ltd are required to supply and fit its own parts to a similar or standard specification to those currently fitted.

**4.12** All labour, parts and materials for repairs and access costs are included up to a maximum of £400 (including VAT) for each breakdown (whether such breakdown requires one or more visits to complete). Labour is calculated at our standard rate and part costs are calculated using wolseley uk ltd retail prices. In this instance we will deem your repair to be Beyond Economical Repair.

**4.13** If required, South West Energy Services Ltd will carry out a chemical power flush to attempt a repair. SWES Care Customers will be charged a discounted rate to our standard rate of £150 for this to be carried out. This does not include removal/replacement of radiators and / or pipework to clear sludge or blockage. If the powerflush does not remedy the fault, the customer will not be covered under their SWES Care Product for further work to complete the repair in accordance with point **5.2** of these terms and conditions.





**4.14** An unlimited number of callouts to perform repairs under the contract provided that standing order payments are up to date (monthly payment frequency only). This does not include intermittent faults.

**4.15** Access to fully qualified Gas Safe Registered engineers 365 days of the year.

**4.16** Repairs will be carried out on the controls, radiators and visible pipework.

#### **SWES Care Landlord**

**4.17** An initial inspection of the customer's heating equipment which South West Energy Services Ltd will aim to carry out within 30 days of receiving the customer's application (please see the "Initial Inspection and Remedial Works" section for further details).

Circumstances including, but not limited to, adverse weather conditions and increases in emergency breakdown volumes may impact this timescale.

**4.18** An annual service and system inspection.

**4.19** A gas safety check of all working gas appliances in the property owned by the property owner.

**4.20** The cost of labour and parts for repairs needed to maintain the customer's heating equipment in working order in accordance with the customer's SWES Care Product. Any such repairs will be provided by South West Energy Services Ltd to the customer upon inception of the contract and providing standing order payments are up to date (monthly payment frequency only).

In the event that parts are required to reinstate the working order of the customers heating equipment, South West Energy Services Ltd are required to supply and fit its own parts to a similar or standard specification to those currently fitted.

**4.21** All labour, parts and materials for repairs and access costs are included up to a maximum of £800 (including VAT) for each breakdown (whether such breakdown requires one or more visits to complete). Labour is calculated at our standard rate and part costs are calculated using wolesey uk ltd retail prices. In this instance we will deem your repair to be Beyond Economical Repair.

**4.22** If required, South West Energy Services Ltd will carry out a chemical power flush to attempt a repair. SWES Care Customers will be charged a discounted rate to our standard rate of £150 for this to be carried out. This does not include removal/replacement of radiators and / or pipework to clear sludge or blockage. If the powerflush does not remedy the fault, the customer will not be covered under their SWES Care Product for further work to complete the repair in accordance with point 5.2 of these terms and conditions.

**4.23** An unlimited number of callouts to perform repairs under the contract provided that standing order payments are up to date (monthly payment frequency only). This does not include intermittent faults.

**4.24** Access to fully qualified Gas Safe Registered engineers 365 days of the year.

**4.25** Repairs will be carried out on the boiler, controls, radiators and visible pipework.





## 5. Exclusions

- 5.1 Repairs arising from scale damage to the boiler and / or the system.
- 5.2 Repairs arising from sludge / blockages following a powerflush.
- 5.3 Unvented pressurised cylinders.
- 5.4 Removal of asbestos associated with any part of the customer's heating equipment.
- 5.5 Hot water cylinders.
- 5.6 Immersion heaters, thermal stores or fan convectors together with their associated pipework and controls.
- 5.7 The cost of replacing the equipment in the event of parts no longer available or the appliance being deemed beyond economical repair.
- 5.8 Any upgrading / improvement work required as a result of legislation (Health & Safety or otherwise) or to meet current standards.
- 5.9 Boilers exceeding 200,000 BTU / HR 58.6KW input.
- 5.10 The replacement of consumer durables (e.g. batteries, filters, fuses, oil nozzles and ignitors).
- 5.11 Replacement, adjustment or repair of gas pipework, chimneys or flues beyond the boiler.
- 5.12 Flues and / or wiring forming an integral part of the customer's property.
- 5.13 Leaking or blocked under floor heating pipework.
- 5.14 Decorative radiators/towel rails or radiators over 2 meters in length (shaped / curved radiators requiring replacement will be replaced with standard units).
- 5.15 Loss or damage to the customer's property unless caused by negligence of South West Energy Services Ltd or its failure to perform its obligations under these terms and conditions.
- 5.16 Faults occurring from failure or repairs to external electricity, gas or water supplies.
- 5.17 Pipework, wiring or flues buried in the fabric of the building.
- 5.18 The cost and work of accessing the customer's heating equipment where this is not readily accessible as a result of a design or installation faults.
- 5.19 Gas fires, warm air units, water heaters & wall heaters.
- 5.20 Where materials and/or labour charges are covered by an existing manufacturer's guarantee or warranty, guarantee or warranty provider will, in all instances, be the initial repair provider so as to ensure the guarantee or warranty of the customer's heating equipment is not voided.
- 5.21 Consequential losses
- 5.22 Any defects or damage caused by fire, lightning, explosion, flood, storm, frost, impact or other extraneous cause.





## 6. Initial Inspections and Remedial Works

**6.1** All initial inspections are carried out by South West Energy Services Ltd in order to confirm whether the customer's heating equipment can be supported under this contract and therefore no repair, service or remedial work will be carried out on the customer's heating equipment during the initial inspection, unless the customer accepts a quote provided to rectify a fault or issue whilst the engineer is on site.

**6.2** It is the customer's responsibility to ensure access is provided so that South West Energy Services Ltd can safely and effectively complete an initial inspection of the customer's heating equipment.

**6.3** If the customer fails to provide or refuses to provide South West Energy Services Ltd with access to complete an Initial inspection, South West Energy Services Ltd will cease progress of the contract with immediate effect.

**6.4** If the customer contacts South West Energy Services Ltd to report a breakdown or emergency prior to South West Energy Services Ltd' initial inspection South West Energy Services Ltd reserves the right to charge the customer for any work carried out to rectify the breakdown or emergency, including labour and parts. South West Energy Services Ltd also reserve the right not to carry out such work requested.

**6.5** At the initial inspection a South West Energy Services Ltd engineer will complete an inspection checklist which provides a "Pass" or "Fail" result based on the engineer's findings during the initial inspection. A copy of the initial inspection checklist will be kept on record for the duration of cover. The outcome of the inspection is determined by the opinion of South West Energy Services.

**6.6** Where the customer's heating equipment passes South West Energy Services Ltd' initial inspection, South West Energy Services Ltd will send the customer's Welcome Pack to the customer's address within 10 working days of receipt of the customer's payment for the provision of the services. The Welcome Pack will be sent by email..

**6.7** Where the customer's heating equipment fails South West Energy Services Ltd' initial inspection:

a) South West Energy Services Ltd will identify and advise the customer of any remedial work required to bring the customer's heating equipment to a standard that South West Energy Services Ltd can support under the contract. The cost of any necessary remedial work is not included under this contract. The customer will be required to have such remedial work completed if the customer intends for the contract to continue.

b) All remedial work identified by South West Energy Services Ltd and advised to the customer must be carried out within 14 days of the date of the initial inspection. Where remedial work has been identified, South West Energy Services Ltd will quote the customer for the works to be carried out, inclusive of parts, labour and VAT, minus a 10% discount on our standard rates.







- c) The customer may seek their own workforce to complete the works, however, if the customer chooses to seek their own workforce the customer must provide South West Energy Services Ltd with written proof by way of invoice or job sheet that the work has been undertaken and completed by a Gas Safe registered engineer or company.

**6.8** If the customer seeks their own workforce to complete the remedial works required following the initial inspection, South West Energy Services Ltd reserves the right to carry out a further inspection at a cost to the customer of £25 and if such work is not to South West Energy Services Ltd' satisfaction South West Energy Services Ltd reserves the right to cancel the contract.

**6.9** If the customer's heating equipment fails the Initial Inspection and this failure is not corrected in accordance with point **6.7** of this paragraph, South West Energy Services Ltd reserves the right to cancel the contract.

**6.10** If the customer's heating equipment fails the initial inspection and cannot be supported under this contract, and either:

- a) The customer declines to undertake any remedial work identified as necessary to bring the heating equipment up to the required standard to pass the initial inspection; or
- b) The customer does not notify South West Energy Services Ltd that such remedial work has been carried out within 14 days of the date of the initial inspection, South West Energy Services Ltd reserves the right to cancel the contract.

**6.11** Limitations on the age of the customer's heating equipment may be applied including, but not limited to, those set out in the "Exclusions" section of these terms and conditions.

**6.12** South West Energy Services Ltd reserves the right to refuse a contract on certain makes and models of heating equipment that in our opinion we can not support.

**6.13** During the Initial Inspection we will carry a system water quality check. Should the test fail, the following shall apply:

- a) If at any point throughout the contract we believe a power flush of the system is required to rectify a fault, the customer will need to pay a fee of £150 for this to be carried out.
- b) If the customer refuses to pay have the power flush carried out, South West Energy Services Ltd reserves the right to cancel the contract with immediate effect.

## 7. Annual Service

**7.1** South West Energy Services Ltd aim to carry out the customer's boiler service and system inspection annually. South West Energy Services Ltd will also endeavour to conduct the majority of annual services between April & September between the hours of 08:00-17:00, Monday - Friday.





**7.2** Subject to point 7.1, South West Energy Services Ltd aim to carry out the first annual service on or around the anniversary of the initial inspection, and South West Energy Services Ltd aim to carry out subsequent annual services on or around the anniversary of the preceding annual service subject to the customer's appointment preferences and South West Energy Services Ltd' workforce availability. Circumstances which impact on South West Energy Services Ltd' workforce availability including, but not limited to, adverse weather conditions and excessive increases in emergency breakdown volumes, may impact this timescale. South West Energy Services Ltd may need to rearrange any planned appointment with the customer giving them reasonable notice.

**7.3** The annual service may include a full strip down service if the South West Energy Services Ltd engineer considers this necessary.

## **8. Service/Inspection Appointments**

**8.1** Initial inspection and annual service visits will be carried out at an agreed date and time, either between the hours of 0800 to 1300 or the hours of 1200 to 1800, Monday to Friday excluding bank / public holidays and will be subject to South West Energy Services Ltd' workforce availability. Please note that breakdown calls will be treated as priority over initial inspection and annual service calls.

**8.2** If the customer is unable to keep an agreed appointment for any reason, the customer should contact South West Energy Services Ltd as soon as possible to make a new appointment. Where South West Energy Services Ltd have agreed an appointment time slot with the customer, South West Energy Services Ltd will make every effort to arrive within the agreed time slot. Where South West Energy Services Ltd are delayed for reasons outside of South West Energy Services Ltd' control, South West Energy Services Ltd will contact the customer as soon as possible to advise the customer of the delay and to arrange an alternative appointment time slot and / or date to suit the customer.

**8.3** The customer must provide South West Energy Services Ltd with reasonable access to the customer's premises to allow South West Energy Services Ltd to carry out the works referred to in point

**8.4** If South West Energy Services Ltd do not receive access to the customer's premises, South West Energy Services Ltd will inform the customer and arrange another appointment time slot. Access to the customer's premises must be provided by an adult of a minimum age of 16 years. If South West Energy Services Ltd do not receive access on two or more occasions, or if the customer does not respond to reasonable attempts to contact them, South West Energy Services Ltd will consider the appointment cancelled. South West Energy Services Ltd also reserve the right to cancel the contract as a result and will notify the customer if they decide to do so.

**8.5** South West Energy Services Ltd will prioritise appointments for elderly, infirm or disabled customers or where there is an immediate threat to life or property.





## 9. Emergency & Breakdown Appointments

**9.1** For emergencies and breakdowns the customer can contact South West Energy Services Ltd' 365 days a year manned helpline on 01752 562221 at any time. South West Energy Services Ltd will treat emergencies and breakdown calls as priority over initial inspection and annual service visits.

**9.2** Under the contract, South West Energy Services Ltd will ensure that a South West Energy Services Ltd engineer will callout to the premises the same day, provided the customer reporting the emergency or breakdown has done so by midday. South West Energy Services Ltd reserves the right to use their discretion to determine whether the emergency or breakdown has exceptional circumstances requiring a faster response time to the incident.

**9.3** In times of extreme weather conditions, including but not limited to snow and flooding, South West Energy Services Ltd may delay the callout.

**9.4** The provisions of points **8.2** through **8.5** shall also apply in relation to appointments for emergencies and breakdowns.

**9.5** SWES Care Landlord customers agree to take full responsibility for any appointments arranged by their tenants, if this is their wish.

## 10. Product Renewal

**10.1** The renewal date of the contract is 12 months after the inception date.

**10.2** The contract will renew automatically unless the customer informs South West Energy Services Ltd in advance that they do not wish to renew the contract as set out in point **10.4**.

**10.3** South West Energy Services Ltd will notify the customer in writing or by email before the date the contract renews, and South West Energy Services Ltd aim to do this around 4 weeks before the renewal date.

**10.4** If the customer does not want the contract to renew automatically, the customer must notify South West Energy Services Ltd in writing at least 2 weeks before the contract renews. Such cancellation will take effect on the expiry of the contract year.

## 11. Changes To The Contract

**11.1** South West Energy Services Ltd may make changes to the terms and conditions of this contract at any time. If South West Energy Services Ltd do, they will notify the customer of the changes in writing. South West Energy Services Ltd may choose to delay any changes until the next product renewal. This will not affect your statutory rights.





**11.2** If the changes are an amendment to the price the customer pays for their SWES Care Product (excluding any changes solely related to any future VAT amendments) or any other change which is of significant disadvantage to the customer, the customer will have 28 days after receiving the notice to inform South West Energy Services Ltd of their intention to cancel the contract. If the customer cancels the contract this will take effect at the end of the period for which the customer has made payments, and the proposed changes to the contract will not apply.

## **12. Payment For The Services - Monthly Payment Frequency**

The below terms and conditions apply to customers who have chosen to pay for their SWES Care Product by monthly standing order on their application form.

**12.1** The contract is a 12 month contract payable in monthly instalments.

**12.2** The payments for the SWES Care Product will be payable monthly in advance.

**12.3** All prices are inclusive of VAT.

**12.4** It is the responsibility of the customer to ensure there are sufficient funds available in the customer's nominated bank account to cover the payment due under this contract. South West Energy Services Ltd may cancel the customer's contract and will notify the customer in writing if the payment fails. The customer will not be entitled to a refund of any payments made prior to this cancellation.

**12.5** Payments are set up online and collected by Gocardless.

## **13. Payment For The Services - Annual Payment Frequency**

The below terms and conditions apply to customers who have chosen to pay for their SWES Care Product by an annual upfront payment on their application form.

**13.1** The contract is annual renewable term.

**13.2** All prices are inclusive of VAT.

**13.3** Payments are set up online and collected by Gocardless.

## **14. Cancellations**

### **Your Right to Cancel**

**14.1** You may cancel your agreement at any time as long as you let us know by contacting us by email at [swescare@swenergy.co.uk](mailto:swescare@swenergy.co.uk) or in writing: Swes Care, South West Energy Services Ltd, Unit 29, City Business Park, Plymouth, PL3 4BB. Cancellations are confirmed to you in writing within 7 days.

**14.2** Cancelling your Direct Debit without contacting us will not mean you have cancelled your agreement. If you do not inform us that you wish to cancel and your Direct Debit payment is rejected,





we will attempt to contact you by either phone, email and post to rectify your account. If we do not hear from you following contact, and the outstanding payment is not made, we will cancel your agreement not less than 28 days after the date we were first notified payment was not received.

**14.3** If you cancel within the first 14 days of your agreement, we will give you a full refund of any money you have paid, unless we have carried out work, in which case a cancellation charge will apply. The cancellation charge shall be calculated as the cost of any work we have carried out or attempted to carry out during the period of agreement, calculated using our standard rates.

**14.4** If you cancel after the first 14 days of your agreement, we will cancel your agreement at the end of the month in which you notify us. We will then provide a refund of any money you have paid for the time left to run in your current period of agreement, unless we have carried out work, in which case a cancellation charge will apply. The cancellation charge shall be calculated as the cost of any work we have carried out or attempted to carry out during the period of agreement, calculated using our standard rates.

#### **Our Right to Cancel**

**14.5** We may cancel your agreement in the following circumstances:

- a) If you have given us false information.
- b) If you do not make an agreed payment.
- c) If we find something wrong at the initial inspection.
- d) If your boiler or central heating system is not approved by us as a make or type we are willing to support.
- e) If we consider that your boiler or central heating system is too old and/or unreliable.
- f) If there are health and safety issues.
- g) If you are physically violent or verbally abusive to our engineer or any other employee.
- h) If you do not allow us access to your property when required to inspect or carry out work on your central heating system.
  - i) If we are not reasonably able to find parts for your central heating system.
  - j) If improvements to your central heating system, that we have told you are needed, are not completed.

**14.6** If we cancel your agreement at any time after your initial inspection, we will refund any payments you have made for the time left to run in your current period of agreement, unless we have carried out work, in which case a cancellation charge will apply. The cancellation charge shall be calculated as the cost of any work we have carried out or attempted to carry out during the period of agreement, calculated using our standard rates.





## 15. Moving Home

**15.1** If the customer plans to move home, the customer may cancel this contract providing the customer gives South West Energy Services Ltd 30 day's notice in writing. South West Energy Services Ltd may cancel this contract immediately if the customer moves home.

**15.2** If the customer has made payment for the services by an annual upfront payment, and the customer moves home, South West Energy Services Ltd will issue a pro-rata refund to the customer based on the monthly equivalent value of the unused services elected under the contract.

## 16. Use Of Personal Information

**16.1** Information provided to South West Energy Services Ltd by the customer or that South West Energy Services Ltd otherwise hold (whether or not under the contract) may be used by South West Energy Services Ltd;

- a) to identify the customer when they make enquiries or to contact the customer through mail, telephone, email, SMS text or other electronic means;
- b) to help administer any accounts, services and products provided by South West Energy Services Ltd now or in the future;
- c) for market research and analysis or for demonstrating and testing computer systems;
- d) to inform the customer about services and products which may be of interest to the customer.

**16.2** South West Energy Services Ltd may monitor and / or record communications with the customer (including telephone conversations and emails) to confirm the customer's identity, ensure security, help maintain service quality and for training purposes.

**16.3** If the customer provides South West Energy Services Ltd with false or inaccurate information and South West Energy Services Ltd suspect or identify fraud, South West Energy Services Ltd will record this and may also pass this information to Fraud Prevention Agencies (FPA's) and other organisations involved in crime and fraud prevention to prevent fraud and / or money laundering.

**16.4** Information about the customer may have to be shared with government bodies where required for the purpose of government initiatives. Such sharing of personal information will only be done where it is necessary and where possible, South West Energy Services Ltd will make sure appropriate safeguards are in place.

**16.5** The customer is entitled to a copy of the data held about them on the South West Energy Services Ltd systems on payment of a fee. The customer can also be given more detail of how their data is used by South West Energy Services Ltd by writing to: South West Energy Services Ltd, Unit 29 City Business Park, Somerset Place, Plymouth, PL3 4BB





## 17. General Legal

**17.1** South West Energy Services Ltd will carry out their obligations under the contract within a reasonable time unless this is impossible due to circumstances which are beyond South West Energy Services Ltd's reasonable control.

**17.2** The contract does not affect the customer's legal rights under consumer protection legislation and under the Sale of Goods Act 1979 as amended and the Supply of Goods and Services Act 1982 as amended. The customer can obtain advice about their legal rights from a Citizens Advice Bureau or Trading Standards Department.

**17.3** If requested by South West Energy Services Ltd at any time the customer will give to South West Energy Services Ltd all the information they reasonably require to enable them to operate the contract.

**17.4** So long as events or circumstances outside South West Energy Services Ltd' or the customer's reasonable control unavoidably prevent either South West Energy Services Ltd or the customer from complying with any of South West Energy Services Ltd' or the customer's respective obligations under the contract, other than with respect to payment, South West Energy Services Ltd or the customer, as the case may be, will be excused for such failure. Any delays or failures to provide services under this contract as a result of relevant legislation (HSE, Gas Safe etc) shall not constitute a breach of the contract on the part of South West Energy Services Ltd.

**17.5** Any dispute or disagreement between the customer and South West Energy Services Ltd before, during or after the contract term shall be referred to mediation for resolution.

**17.6** Any delay on South West Energy Services Ltd' part in enforcing any term, condition, right or remedy in respect of this contract will not be deemed to be a waiver of any such term, condition, right or remedy.

**17.7** If the customer comprises of more than one person, all agreements and obligations entered into in the contract by the customer are entered into jointly and severally by each of the persons comprising the customer. South West Energy Services Ltd may take action against any one or more of the persons comprising the customer and / or may release in whole or in part the liability of any one or more of those persons under the contract or grant any relaxation without affecting the liability of the other of those persons.

**17.8** Any notices to be given under this contract should be in writing and delivered by hand or sent by post or email. South West Energy Services Ltd will send any notices to the premises and will assume the customer has received any notice two working days after South West Energy Services Ltd have sent it unless they receive evidence that the customer has not. The customer must send any notices by post to SWES Care, South West Energy Services Ltd, Unit 29 City Business Park, Somerset Place, Plymouth, PL3 4BB, or any other address notified to the customer for this purpose.

**17.9** If any part of this contract is not permitted or is held to be ineffective by any court of law or other regulatory or competent body, this will not affect any other part of this contract.







**17.10** If South West Energy Services Ltd are required by any court or competent authority to amend the contract or are required to reflect any changes in the law or relevant industry guidance or codes of practice, South West Energy Services Ltd will do so, and will notify the customer of the changes.

**17.11** It is the intention of South West Energy Services Ltd that all terms of the contract between South West Energy Services Ltd and the customer are contained along with the application form, the product pricing information and all relevant information within the information pack.

**17.12** This contract and any matters or disputes arising from or in connection with it shall be governed by the laws of England and Wales in the non-exclusive jurisdiction of the Courts of England and Wales, acknowledging that the premises are in England and Wales.

## **18. Complaints**

**18.1** If you have a complaint you must submit your complaint to us by email, [swescare@swenergy.co.uk](mailto:swescare@swenergy.co.uk) or by writing to us at Swes Care, South West Energy Services Ltd, Unit 29, City Business Park, Plymouth, PL3 4BB. Complaint received after 28 days of the complaint will not be considered.

**18.2** We will aim to address your complaint through an informed dialogue between you and ourselves.

**18.3** We will aim to resolve your complaint within 7 days of receiving your complaint.

## **19. Company Details**

South West Energy Services Ltd  
Unit 29, City Business Park  
Plymouth  
PL3 4BB  
01752 562221  
[info@swenergy.co.uk](mailto:info@swenergy.co.uk)  
VAT No: 730 4633 58  
Company No: 3711729  
Gas Safe Reg: 112340



