

SERVICE & REPAIR TERMS AND CONDITIONS



Alto Energy Limited is the data controller of your personal data. Although our privacy notice does not form part of the contract between us, we recommend that you read our Privacy Policy to understand how we collect and use your personal data and your data protection rights. Please see our Privacy Policy at www.altoenergy.co.uk/policies.

1.0 YOUR AGREEMENT

- 1.1 These terms explain how we'll carry out the work we've quoted for you, the terms of your agreement with us, how to cancel the work and how to make a complaint. Please read them carefully.
- 1.2 Your quote is valid for 30 days from the date we give it to you. If you don't accept your quote in that time but change your mind later, we may need to give you a new quote.
- 1.3 We reserve the right to cancel any appointment if we reasonably believe that the health and/or safety of our engineer cannot be guaranteed.

2.0 PRICE AND PAYMENT

- 2.1 The Fee is inclusive of the labour required to service the Heat Pump and VAT. It does not include parts unless explicitly stated, should the Heat Pump be found to be faulty. Any parts fitted may require additional labour to be charged.
- 2.2 The Fee is payable in full by you upon completion of the service visit.

3.0 THE SERVICE/REPAIR

- 3.1 Normally, we'll send an Alto Energy engineer to carry out the work. In some cases we may send a suitably qualified contractor instead.
- 3.2 Our engineer will attend at the Property on the agreed date (or such other date as is arranged pursuant to clause 3.4) and will examine the Heat Pump and perform the Service/Repair.
- 3.3 Our engineers carry a comprehensive range of spare parts with them on each visit. If our engineer finds that the Heat Pump is faulty, you may be given the option to arrange a repair to the Heat Pump. If the Heat Pump is still within the manufacturer's warranty period, it is likely that this will be free of charge. If the Heat Pump is out of warranty, this repair will be charged at the current standard rate. If our engineer does not carry all parts necessary to repair the fault at the time of diagnosis, we will arrange a mutually convenient time for an engineer to return to perform the repair, if you so wish.
- 3.4 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.
- 3.5 Alto Energy Technical Support engineers drive transit-style vans and need to access to their van during the Annual Service to fetch tools and equipment. Engineers must therefore be able to park within a practical distance from the Property - it is the customer's responsibility to ensure that parking is available.
- 3.6 Our engineers will exercise due care and skill in providing the Service/Repair, in accordance with industry standards and manufacturers' instructions.
- 3.7 There may be instances where the engineer cannot repair the fault and will activate back-up heating (if available on the Heat Pump). This will result in higher running costs for which we are not responsible. Where the engineer has done this it will be noted on the service report.

Cancellation

- 3.8 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 to arrange an alternative date for provision of the Service/Repair. Your appointment is subject to the following cancellation charges:
 - 3.8.1 Cancellation on the day of the appointment - Full charge payable
 - 3.8.2 Cancellation 1 working day prior to appointment - 50% charge payable
 - 3.8.3 Cancellation 2 or more working days prior to appointment - No charge
- 3.9 Once inside the Property, if your Heat Pump has been installed in an area where it is inaccessible and our engineer cannot gain clear and safe access to it and is therefore unable to service the Heat Pump, the appointment will be treated as a cancellation on the day of the appointment and subject to the applicable charges.

Alto Energy Limited

Directors: Scott Greening | David Webb

Registered Address: Orchard Works, Carterton Industrial Estate, Carterton, Oxfordshire, OX18 3EZ

Registered Number: 10510963 | VAT Number: 258184382

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Unrelated Faults or Works

- 3.10 Your quote is only for the work we've already agreed with you (for example, during your phone call with our technical support team). We'll quote you separately for other work needed for unrelated faults. This may happen if, for example where we repair a fault, which in turn reveals another fault elsewhere on the Heat Pump or heating system.
- 3.11 We won't be responsible for the cost of repairs if there are design faults (unless we're responsible for the design faults). We also won't be responsible for faults that existed before we gave you a quote, faults we've told you about on a previous visit, or faults which we couldn't reasonably have been expected to know about when we gave you a quote.
- 3.12 Unless specifically set out, the charges we quote you don't include the following:
- 3.12.1 Any improvements needed to your heating, plumbing system or electrical installation, including a Powerflush, or any work needed to bring these up to standards
 - 3.12.2 The cost of materials and labour needed to gain access to your system, such as pipes or wiring buried in walls or built-in appliances
 - 3.12.3 Lifting carpets or other floor coverings before we can start work

4.0 GUARANTEE

- 4.1 We will, free of charge, re-visit a Heat Pump where a problem within the Heat Pump occurs within 7 days of the Service/Repair. At this stage, we will perform a free of charge diagnostic check only. This guarantee will not apply where a defect arises as a result of:
- 4.1.1 wilful or accidental damage;
 - 4.1.2 use of the Heat Pump otherwise than in accordance with the user instructions;
 - 4.1.3 any tampering with, or alteration of, the Heat Pump by anyone other than us; or
 - 4.1.4 a fault in any other Heat Pump, such as (without limitation) your ancillary heating system to which the Heat Pump is connected.
 - 4.1.5 a fault with the Heat Pump that our engineer advised during the service that they were unable to repair
- 4.2 We guarantee to repair or replace any faulty parts we've supplied, or fix any faulty work that we've done for twelve months from the date that we did the work.
- 4.3 The guarantees set out above do not affect your statutory rights under the Consumer Rights Act 2015. If you prefer, you may rely on your statutory rights rather than make a claim under the guarantee. For further information about your statutory rights please contact your local authority Trading Standards Department or local Citizens Advice Bureau.

5.0 LIMITATIONS ON OUR LIABILITY

- 5.1 We will not be liable to you for any loss, damage, costs or expenses:
- 5.1.1 that are not a reasonably foreseeable consequence of a breach by us of these Conditions;
 - 5.1.2 that are not caused by any breach of these Conditions by us; and for business losses, or losses to non-consumers.
- 5.2 You agree that it is your responsibility to have in place and maintain adequate insurance policies in respect of your property.
- 5.3 You agree that it is your responsibility to get any permission needed for the work, as we don't accept liability for unauthorised works. You'll be responsible for any losses or costs to us if claims are made against us for work carried out without the proper permission.
- 5.4 Nothing in these Conditions shall:
- 5.4.1 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
 - 5.4.2 affect any statutory rights which you may have as a consumer.

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6.0 EVENTS BEYOND OUR REASONABLE CONTROL

- 6.1 If we are unable to perform any of our obligations under this Contract as a result of any event or circumstance beyond our reasonable control including (without limitation), for example, flood, fire, strikes, lockouts, acts of Government, terrorism and non-availability of parts or other items from our suppliers, such failure shall not be regarded as a breach of our obligations and we shall be entitled to suspend performance of those obligations and/or this Contract until such time as we are able to perform the obligations.
- 6.2 We shall use all reasonable efforts to recommence performance of any obligation affected by any such circumstances as soon as reasonably practicable.

7.0 GENERAL

- 7.1 We do not intend that any of these Conditions should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this contract.
- 7.2 This contract shall be governed by and construed in accordance with the laws of England and Wales, and we both agree to submit to the jurisdiction of the courts of England and Wales. Where the Service/Repair is to be performed in Scotland, this contract shall be governed by and construed in accordance with the laws of Scotland, and we both agree to submit to the non-exclusive jurisdiction of the courts of Scotland.
- 7.3 These Conditions can only be amended or varied by written agreement between us.
- 7.4 If any one or more of the provisions of these Conditions is held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining Conditions shall not in any way be affected or impaired thereby.

8.0 YOUR PERSONAL DETAILS

We shall use and safeguard your personal details in accordance with all applicable Data Protection legislation. We may use your personal details to inform you of our other products and/or services. If you would rather not receive any such communications, please contact us as set out below.

9.0 CONTACT US

If you need to contact us at any time or you have any queries or complaints, please contact us by e-mail on info@altoenergy.co.uk; BY telephone on 01993 22069; or by post to:

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