



WARRANTY TERMS AND CONDITIONS

Warranty terms and conditions

Please find below the terms and conditions for Warmhaus parts and labour warranties.

1. Warranty requirements

To receive the full benefits of the extended guarantee the following terms and conditions must be followed or your claim may be rejected:

- 1.1 The installer must be registered with Gas Safe and complete the Benchmark commissioning checklist in full at the time the boiler is installed. The Benchmark checklist must be completed by the installer at point of installation and retained on site by the owner/occupier for inspection during an engineer visit.
- 1.2 This checklist must be made available to Warmhaus if we ask and is found at the back of the installation instructions. If this condition is not met, this warranty is not valid.

The boiler guarantee must be registered within 30 days of installation with Warmhaus and a unique valid Serial number for the boiler must be provided. Warmhaus has the discretion to accept later registrations where it has not been reasonably possible to register any earlier.

- 1.3 The boiler must be serviced annually by a registered Gas Safe Engineer in accordance with the manufacturer's instructions. The service can be done up to 30 days before or after the original anniversary of the boiler being installed without invalidating the warranty.
- 1.4 Service details must be recorded in the Benchmark checklist which must be available for inspection.

2. Warranty coverage

- 2.1 Boiler component failures are covered by the warranty.
- 2.2 For the avoidance of doubt, the warranty applies to the boiler only, it does not apply to other system components e.g. thermostats, time clocks, motorised valves etc.

3. **Warranty exclusions**

This warranty also does not cover the following:

- 3.1 Boilers installed within mobile leisure accommodation vehicles (LAVs) e.g. boats, caravans.
- 3.2 Products that have been moved from their original place of installation.
- 3.3 Costs of each annual service, including parts such as seals or electrodes replaced at this time.
- 3.4 Any repair that is needed as a result of anything other than a fault to the boiler or failure of the boiler itself.
- 3.5 Any damage, whether accidental, negligent, malicious or otherwise. Damaged appliances should not be installed.
- 3.6 Theft or attempted theft.
- 3.7 Any fault or failure in the heating system to which the boiler is connected.
- 3.8 Any other costs or expenses caused by, or arising as a result of, a repair.
- 3.9 Any damage caused by hard water scale deposits or sludge resulting from corrosion.
- 3.10 Any problems caused by inadequate supply of services such as electricity, gas or water to the property.
- 3.11 Boilers which have not been:
 - 3.11.1 installed and set up strictly in line with the installation instructions supplied with them (including the requirement to clean the system and add corrosion inhibitor in line with BS7593:1992); or
 - 3.11.2 maintained strictly in line with the maintenance instructions supplied with them; or
 - 3.11.3 where parts other than Warmhaus Genuine Parts have been used in any service or repair; or where the Benchmark checklist has not been
- 3.12 The cost of the annual service.

- 3.13 Wear and tear, willful damage, abnormal storage or working conditions, accident and negligence by you or by any third party and failure by you to operate or use the products in accordance with the user instructions.
- 3.14 Self-maintenance tasks such as re-pressurising and resetting the boiler, bleeding excess system pressure and thawing frozen condensate pipes. Should something go wrong, we would recommend contacting your installer.

4. Other specific provisions

- 4.1 If any failure is caused by contaminated water in the system the engineer visit becomes chargeable.
- 4.2 All installation, non-boiler or external system fault calls will be charged to the home owner/occupier and could also invalidate your guarantee. If a boiler is not accessible or an engineer cannot gain access to the property then our abortive charge will apply.
- 4.3 For calls requested to boilers within the warranty period a refundable deposit may be required, which will be returned in full if the diagnosed fault is covered by the boiler warranty.
- 4.4 This warranty is in addition to, and does not affect, your legal rights in relation to any product that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 4.5 The use of non-genuine Warmhaus spare parts in any repair may invalidate the warranty.
- 4.6 In registering the warranty you give consent for Warmhaus to share your data with its business partners in order to assist with the administration of the guarantee. Your guarantee is provided to you by **Warmhaus Heating Ltd (registered in England with company number 10136332) of 3 Theobald Court, Theobald Street, Borehamwood, Hertfordshire, England, WD6 4RN**
- 4.7 If not registered proof of purchase or Benchmark checklist will be required.
- 4.8 This warranty does not in any way affect your statutory or legal rights.
- 4.9 We reserve the right to update or amend these Terms and Conditions at any time and its decision in relation to warranty claims shall be final.

5. **Obtaining warranty service**

Please contact your original installer or alternatively contact Warmhaus Service on

CONSUMER TECHNICAL HELPLINE 01234 510 010

INSTALLER TECHNICAL HELPLINE 01234 510 020

6. **Termination**

6.1 We have the right to terminate your warranty with Warmhaus without notice for any reason, including without limitation, breach of these Terms and Conditions.

6.2 Termination of the warranty shall not affect any of Warmhaus rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of these Terms and Conditions that existed at or before the date of termination.

7. **Disclaimers and Limitation of liability**

7.1 Nothing in these Terms and Conditions shall limit or exclude the liability of Warmhaus for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable)

7.2 Subject to clause 0, Warmhaus shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the warranty.

8. **Indemnity**

You agree to indemnify and hold Warmhaus harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against Warmhaus by any third party arising out of your use of the warranty, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by Warmhaus in consequence of your breach of these Terms and Conditions.

9. **General**

9.1 **Severance.** If any of these Terms and Conditions become invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make

them valid, legal and enforceable. If such modification is not possible, the relevant Terms and Conditions shall be deemed deleted. Any modification to or deletion of any of these Terms and Conditions shall not affect the validity and enforceability of the rest of these Terms and Conditions.

9.2 **Governing law.** These Terms and Conditions, and any dispute or claim arising out of or in connection with them, shall be governed by and construed in accordance with the law of England and Wales.

9.3 **Jurisdiction.** The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.