

A summary guide for your

# 24|7 StayWarm Agreement

24|7 STAYWARM

StayWarm Enhanced  
Warranty, Service and  
Repair Plan



## Introduction to 24|7 StayWarm

We are pleased to confirm your 24|7 StayWarm Enhanced Warranty, Service and Repair Plan. Please read the summary carefully, as this contains the basis of your agreement. The payment is based on the information that you have provided. If there are any other material facts, please disclose them to us, as a failure to do so may invalidate any repair requests made in the future.

This plan can only be purchased in conjunction with the sale and installation of a Boiler from 247 StayWarm Ltd or our agents.

### We're here for you 24|7

We pride ourselves in providing a swift response - whether you have a problem with your boiler or central heating system, the Manufacturer and our nationwide network of over 3000 gas safe engineers are on hand to put things right for when they go wrong



#### Priority Customers:

We will ensure that any property with any residents over 60 years old, under 5 years old, or with special medical conditions are treated as a priority, and we aim to get an engineer there the very same day.



#### A 24 hour based helpline:

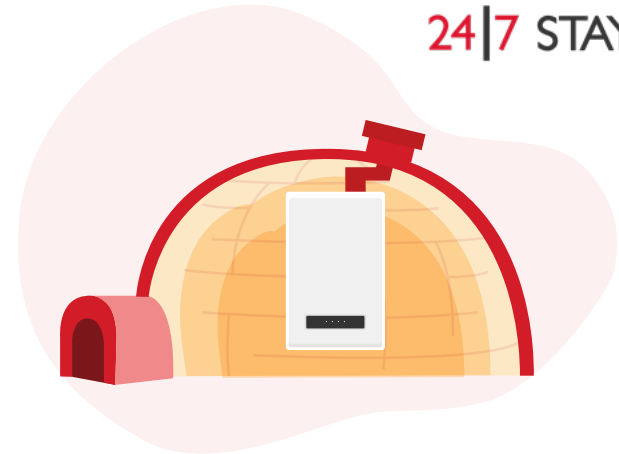
Our emergency helpline is available 7 days a week, 365 days a year.






#### 10 Year Heating and Hot Water Promise:

We along with the Manufacturer will take care of your Boiler and Central Heating System for the next 10 years, with an annual boiler service every year.

## 24|7 STAYWARM



### WITH US YOU GET ALL THESE BENEFITS

-  **3000+ engineers nationwide**
-  **24 Hour UK emergency helpline**  
– Available 7 days a week, 365 days a year
-  **No charges for parts or labour**
-  **We use new and original parts**  
– And where possible we use engineers direct from the Manufacturer
-  **Unlimited repair requests and call outs**  
– You can call us as many times as you need
-  **StayWarm Price Guarantee**  
– No call out fees and no increases based on your repair history
-  **Replacement Guarantee**  
– If We can't repair your boiler then We will replace it

## PLAN DETAILS

### 10 YEAR HEATING AND HOT WATER PROMISE

For the next 10 years we will look after your boiler and central heating system as part of StayWarm's 10 Year Heating and Hot Water Promise:

- ✓ **Boiler Breakdown**  
– Coverage and maintenance for the next 10 years
- ✓ **Central Heating**  
– Coverage and maintenance for the next 10 years
- ✓ **Annual Boiler Service**  
– Comprehensive boiler service every year
- ✓ **Boiler Warranty**  
– An enhanced boiler and repair warranty
- ✓ **FREE Install Upgrade Pack**  
– Includes a wireless thermostat, scale reducer and filter (RRP £199)



## TERMS AND CONDITIONS

### WHAT ARE MY OBLIGATIONS?

- ✓ **Check all documents are correct** and ensure all information given to us is correct to the best of your knowledge
- ✓ **Update us if there are changes** to the information provided
- ✓ **In the event of a request for repairs you must inform us as soon as possible** and you must give us any information and help we need to process your request

### WHEN DOES MY PLAN START?

Your StayWarm plan will start on the date your boiler is satisfactorily installed.

#### Payment

##### HOW DO I PAY?

If eligible, you will pay by instalments via Direct Debit on a date selected by you.

#### Cancellation

##### HOW I CANCEL THE CONTRACT?

You can cancel at any time – we'll let you know of any conditions that apply before you buy.

#### Coverage

##### WHERE AM I COVERED?

You are covered in **mainland United Kingdom** and **Northern Ireland**



# Terms and Conditions

## Welcome to 24|7 StayWarm

### TERMS AND CONDITIONS

The Customer who has engaged 247 STAYWARM Ltd in conjunction with the boiler Manufacturer to provide an Enhanced Warranty, Service & Repairs subject to the following terms and conditions.

### WHO ARE WE?

'StayWarm' a trading style of 247 StayWarm Ltd, a company registered in England and Wales. Our company registration number is 11387607 and our registered office is Parkhill Business Centre, Padiham Road, Padiham, BB12 6TG. Our registered VAT number is 223 0993 22. We are working in conjunction with your boiler Manufacturer to provide an enhanced Warranty and Service plan.

### HOW TO CONTACT US?

You can contact us by telephoning our customer service team at 0333 358 0075 or by writing to us at Parkhill Business Centre, Padiham Road, Padiham, BB12 6TG, or email [enquiries@247staywarm.co.uk](mailto:enquiries@247staywarm.co.uk).

### HOW WE MAY CONTACT YOU?

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails. If you wish to change/restrict the way in which we make contact, please contact us on 0333 358 0075.

## 1. THESE TERMS AND MINIMUM TERM

### a. What these terms state.

This agreement sets out the terms and conditions on which We agree to provide the Services.

### b. Why you should read them.

Please read these terms carefully before you submit your Order to us. These terms tell you who we are, how we will provide the Boiler and the Services to you, how you and we may change or end this agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### c. Minimum Term.

This agreement is subject to a **Minimum Term of 10 (Ten) years**. By entering into these terms you acknowledge and accept that this agreement is for a minimum term of 10 (Ten) years and that you are prepared to make a long term commitment to us. If you wish to terminate. Or we have cause to terminate based on something you have done or not done, you may be charged a cancellation fee (Clause 6). If you decide to move Property, you will continue to be bound by these terms and conditions and we will continue to provide the Services at your new Property, subject to us carrying out a Satisfactory Survey thereon and where appropriate we may at our absolute sole discretion offer to replace the Boiler at your new Property at our prevailing cost at the time. Alternatively, you may terminate the agreement in accordance with Clause 5.

### d. Not a contract of insurance.

For the avoidance of doubt, the Plan contained within this agreement is an agreement for the provision of specific services at our absolute sole discretion. This is not a contract of insurance.

## DON'T FORGET TO SIGN THE LAST PAGE OF THIS DOCUMENT

! Please read through these terms and conditions as it includes important information regarding your StayWarm Plan

## 2. CONTACT US

You can contact us by:

Call our Customer Services team:

**0333 358 0075**

(Mon to Fri 0830– 18:30) (Saturday 10.00 - 14.00).  
Sunday closed.

Emergency 24hr Line:

**0333 996 1247**

Write to us:

**247 StayWarm, Parkhill Business Centre,  
Padiham Road, Padiham, BB12 6TG**

Email:

[enquiries@247staywarm.co.uk](mailto:enquiries@247staywarm.co.uk)

## 3. OUR AGREEMENT WITH YOU

By signing these terms and conditions, you agree to be bound by them. Please read through them carefully before signing.



### 3. PROVIDING THE SERVICES

#### a. When we will provide the services.

We in conjunction with the Manufacturer will supply the Services in our absolute discretion, until you end this agreement as described in Clause 5 or we end the agreement by written notice to you as described in Clause 4.

#### b. What is included in your Warranty, Service and Repair Plan?

Provided always that, at the relevant time of request for Services you have kept up and maintained monthly Payments on the Warranty, Repair & Service Plan, in our absolute sole discretion subject to the general exclusions stated in Clause 3.c, we may, provide you with the Services as detailed below.

**1.** Repairs to the Boiler and Central Heating System. Kindly note the Service & Repair Plan does not apply to your current Boiler, or to your Central Heating System prior to the Installation of the Boiler. Any charges relating to any Services provided by us prior to Installation of the Boiler shall be stated in writing in advance of the provision of such services and shall be payable by you in advance of the provision of such services by us.

**2.** The Manufacturer or Our Approved Engineer will carry out an annual service and operational/safety check every 12 months. This will usually be carried out at around the same time every year after the Commencement Date, depending upon work-load and your availability. Appointments will be agreed and scheduled between the hours of 8.00 am and 6.00 pm Monday to Friday.

**3.** If We are unable to gain access to your Property to carry out the service, the Boiler warranty shall lapse or a replacement Boiler that may be refused.

**4.** The Service and Repair Plan makes a provision of a new Boiler if, in our absolute sole discretion, we find the Boiler to be Beyond Economic Repair. This could be at anytime during the term of this Plan.

#### c. What is not included in your Warranty, Service & Repair Plan?

At our absolute sole discretion, we will not make any payment or approve any Works in respect of:

**1.** Any matters specifically identified and stated as excluded in the Survey.

**2.** Any replacement or upgrades to your Central Heating System, including radiators.

**3.** Any repairs, damage or other losses resulting from gas leaks, which occur inside or outside your Property occasioned by some defect other than in your Boiler or Central Heating System.

**4.** Any pre-existing design defect or any repair to your Boiler and Central Heating System, which, in the reasonable

opinion of the Manufacturer or Approved Engineer, renders repair or remedial work impracticable or difficult.

**5.** General maintenance including re-pressurising of your system, adjustments to timers and temperature controls of your Boiler and Central Heating System and venting (i.e. bleeding) of the system's radiators.

**6.** Maintenance or replacement of fan convector heaters, heated towel rails or underfloor heating systems.

**7.** Corrosion of any parts or piping caused by, or arising from from, hard water scale deposits, and/or the removal of hard water scale or sludge from the Boiler or Central Heating system.

**8.** Repairs where we have deemed the Central Heating System to be Beyond Economic Repair.

**9.** Replacement of bespoke or designer radiators or towel rails.

**10.** Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/ or the gradual deterioration of the Central Heating System since its original installation.

**11.** Cosmetic damage that merely effects the appearance but not the operation of your Central Heating System (including but not limited to scratches, dents, chips or minor damage).

**12.** Any repair or replacement of the Central Heating System (or any component or part thereof) is only necessary due to changes in legislation or health and safety guidelines.

**13.** We will not be responsible for any loss or damage which you fail to give us a reasonable opportunity to put right and/ or which could have been avoided or minimised by you taking reasonable steps which you failed to take.

**14.** Deliberate or accidental damage by you or any third party. In consultation with our Approved Engineer, we shall use our reasonable expert judgement to determine, in our absolute sole discretion, how the damage which has necessitated repair or remedial work was caused.

**15.** Any defect, damage, malfunction or breakdown that was, in all probability caused by malicious or wilful action, misuse of, or any third party interference with, the Boiler or the Central Heating System.

**16.** The costs, or reimbursement of costs of any parts or components not supplied by us, or which have not been agreed by us in writing, to be supplied by a nominated third party. Where the Approved Engineer is, at the time of attendance, supplied by you with, and requested to fit, alternative parts or components, they will only do so subject to any applicable regulations or guidelines, and provided that the part complies with British Standards. We will not accept any liability in respect of parts or components supplied by you.

**17.** Any damage to your Central Heating System or the Boiler caused by subsidence, heave or landslip of your Property, or the bedding down of new structures, or the demolition of part or, or structural repairs, or alterations, to your Property or river or coastal erosion;

**18.** Any damage to your Central Heating or the Boiler caused by:

**i.** war, invasion, act of foreign enemies or other hostilities (whether war is declared or not);

**ii.** act of terrorism, rebellion, riot or civil disturbance;

**iii.** pollution or contamination of any kind whatsoever;

**iv.** contamination by radioactivity from any nuclear fuel or waste or combustion of such fuel or waste;

**v.** defects or damage caused by, lightning, tempest, flood, earthquake, or similar adverse natural event; or

**vi.** fire or explosion;

**vii.** loss, damage or indirect costs arising as a result of disconnection from or interruption of the gas, electricity or water mains services to your Property unless we have caused such interruption by a lack of care and skill, e.g. a power cut.

**19.** Repair or replacement of:

**i.** Pumps, including sewage pumps, drainage pumps, shower pumps, or any associated electrics or valves. We will however repair or replace central heating pumps and condensate pumps

**ii.** Water softeners;

**iii.** Waste disposal units;

**iv.** Water cylinders, tanks or their controls;

**v.** Cesspits, septic tanks, and any outflow pipes;

**vi.** Vacuum drainage systems;

**vii.** Swimming pools or decorative water features of system including ponds, fountains, and any associated pipes valves or pumps;

**viii.** Ground air and water source heat pump systems;

**ix.** Power generation systems and their associated pipework pumps, panels and/or wind turbines combined heat and power systems (systems that generate heat and electricity at the same time).

**20.** The Service & Repair Plan does not extend to any work not approved by us in advance. The cost of any work carried out by persons other than Approved Engineers without our express authorisation in writing

**e.** Damage or inconvenience caused by any delay in obtaining parts or components which is beyond our control. Where any part or component is not immediately available, at our absolute sole discretion, we may carry out a temporary repair, where this is practicable, while awaiting delivery of parts, which shall be the full extent of our liability.

#### f. If you do not allow us access to provide services.

If you do not allow us access to your Property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your Property we may end the agreement.

#### g. Your legal rights if we deliver goods late.

Save for circumstances out of our control, you have legal rights under the Consumer Rights Act 2015 if we install the Boiler late. These rights are subject to certain other exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call **03454 04 05 06**

#### h. Reasons we may suspend Services to you.

We may have to suspend the Services to:

**i.** make changes to the Services as requested by you or notified by us to you.

#### i. Your rights if we suspend the service.

We will contact you in advance to tell you we will be suspending the Services, unless the problem is urgent or an emergency. You may contact us to end the agreement if we suspend it, or tell you we are going to suspend it and we will refund any sums you have paid in advance for the Services in respect of the period after you end the agreement.

#### j. We may also suspend supply of the Services if you do not pay.

If you do not pay us for the Services when you are supposed to (see Clause 7,a,i) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see Clause 9,e). As well as suspending the products we can also charge you interest on your overdue payments (see Clause 9,d). In addition, the Manufacturer warranty shall lapse.

## 4. YOUR RIGHTS TO END THE AGREEMENT

### a. You can always end your agreement with us.

Your rights when you end the agreement will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the agreement:

i. If for whatever reason you are not happy with our service you can cancel this agreement by providing 30 days notice by telephone or email. Please note at this point the Boiler warranty shall also be terminated.

### b. Ending the agreement because of something we have done or are going to do.

If you are ending a agreement for a reason set out at 8.2.a to 8.2.d below, this agreement will end immediately and we will refund you in full for any of the Services that have not been provided, and you may be entitled to compensation. The reasons are;

i. We have told you about an upcoming material change to the Services or these terms which you do not agree to, save that this clause shall not apply where the material change emanates from a change in legislation;

ii. There is a distinct risk that the provision of the Services will be significantly and unreasonably delayed because of events outside our control;

iii. We have suspended the Services for technical reasons, or have notified you we are going to suspend them for technical reasons, in each case for a period of more than one month.

### c. Exercising your right to change your mind (Consumer Contracts Regulations 2013).

For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

## 5. HOW TO END THE AGREEMENT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

### a. Tell us you want to end the agreement.

To end the agreement with us, please let us know by doing one of the following:

**Phone or email.** Call customer services on 0333 358 0075 or email us at [enquiries@247staywarm.co.uk](mailto:enquiries@247staywarm.co.uk). Please provide your name, Property address, details of the Order and, where available, your phone number and email address.

### 1. How we will refund you.

If you validly terminate the Agreement within the cooling off period, we will refund you the price you paid for the Services, by the method you used for payment however, we may make deductions from the price, as described in Clause 6, Cancellation.

### 2. When your refund will be made.

We will make any refunds due to you as soon as possible and in any event.

b. We do our best to meet our customers' expectations but unfortunately, there may be times when things go wrong. If you have a complaint about any part of our service, we want to hear from you so we can put things right.

- Please get in touch with us on: **0333 358 0075**
- Email us at [complaints@247staywarm.co.uk](mailto:complaints@247staywarm.co.uk)
- or write to us at Customer Resolutions Department, 247 StayWarm, Parkhill Business Centre, Padiham Road, Padiham, BB12 6TG

For further information, please see our [Complaints procedure](#).

## 6. CANCELLATION

a. If you cancel within the cooling off period, there is no cancellation fee payable.

b. If you cancel within the cooling off period and have waived your statutory right to cancel by securing and installation within 14 days, there will be £700 fee applied to the cancellation of this agreement.

c. After the cooling off period. If You wish to cancel We will charge you £70 fee of each year remaining on the plan.

d. Please note cancellation of this agreement will not cancel any agreement you may have for finance.

## 7. OUR RIGHTS TO END THE AGREEMENT

### a. We may end the agreement if you break it.

We may, in our absolute sole discretion, end the agreement for the Services at any time by writing to you if:

- i. you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- ii. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to carry out the Services;
- iii. you do not, within a reasonable time, allow us access to your premises to carry out the Services.

### b. You must compensate us if you break the agreement.

If we end the agreement in the situations set out in Clause 7.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you the early termination payment described in Clause 6.

### c. We may withdraw the Services.

We may write to you to let you know that we are going to stop providing the Services. We will let you know at least three months in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.

## 8. IF THERE IS A PROBLEM

### a. How to tell us about problems.

If you have any questions or complaints about the Services, please contact us. You can telephone our customer service team at **0333 358 0075** or write to us at [enquiries@247staywarm.co.uk](mailto:enquiries@247staywarm.co.uk) or Parkhill Business Centre, Padiham Road, Padiham, BB12 6TG.

### b. Summary of your legal rights.

We are under a legal duty to supply goods and services that are in conformity with this agreement. See the box below for a summary of your key legal rights in relation to the Boiler and the Services. Nothing in these terms will affect your legal rights.

Your key legal rights are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. The Consumer Rights Act 2015 says the Boiler must be as described, fit for purpose and of satisfactory quality. The Consumer Rights Act 2015 says you can ask us to repeat or fix the Services if they are not carried out with reasonable care and skill, or get some money back we can't fix the Services. See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

## 9. PRICE AND PAYMENT

### a. Where to find the price for the product.

The price of the Boiler and Services (which includes VAT) will be the price indicated on the order pages when you placed your Order.

### b. We may pass on changes in relevant government tax rates or inflation.

We may periodically adjust your price to reflect changes in relevant government tax rates (such as VAT) or the Inflation rate, as measured by the Consumer Prices Index (CPI). We will provide 30-day notice before implementing any changes.

### c. When you must pay and how you must pay.

You have elected to pay your monthly Service & Repair Plan Payments by direct debit, which we will collect from your bank account on the designated date at the beginning of each month and we shall continue to provide you with the Services for the month in which the monthly Service & Repair Plan Payment has been collected. Where we do not receive payment in any calendar month for whatever reason, we will notify you of this by email and letter. We may, at our discretion, charge you an administrative fee of £10.00 (exclusive of VAT) where this occurs. Where you do not remedy non-payment following notification, your entitlement to the Services under the Service & Repair Plan will cease 30 days from the date of your last payment. We shall, upon the first incidence of non-payment, restore your entitlement to the Services if, and from the date that, we receive any outstanding Service Plan Payments that are due to us. At our sole discretion, we may choose to restore entitlement to the Services, even where there have been further incidents of non-payment. If we are not prepared to do so, we will notify you in writing, in which case we shall terminate this agreement in accordance with clause 7 and you will be liable to pay the Early Termination Payment to us. If you have any temporary difficulties making payment, please contact us, as we may be able to assist.

### d. We can charge interest if you pay late.

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

### e. What to do if you think an order is wrong.

If you think an order is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date

You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.



## 10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

### a. We are responsible to you for foreseeable loss and damage caused by us.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

### b. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at Clause 8,b.

### c. When we are liable for damage to your Property.

If, during the provision of the Services at your Property, and as a result of their failure to exercise due care and skill in accordance with industry practice, the Approved Engineer or other person approved by us in writing, causes damage to your Property, we will make good any such damage. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your Property that we discover while providing the Services.

### d. We are not liable for business losses.

We only provide the Services for domestic and private use.

## 11. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our [Privacy Policy](#).

## 12. OTHER IMPORTANT TERMS

### a. We may transfer this agreement to someone else.

We may transfer our rights and obligations under these terms to another organisation.

### b. You need our consent to transfer your rights to someone else.

You may only transfer your rights or your obligations under this agreement to another person if we agree to this in writing.

### c. Nobody else has any rights under this agreement.

This agreement is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the agreement or make any changes to these terms.

### d. If a court finds part of this agreement illegal, the rest will continue in force.

Each clause of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

### e. Even if we delay in enforcing this agreement, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the outstanding payment at a later date.

### d. Which laws apply to this agreement and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of and under this agreement in the English courts. If you live in Scotland you can bring legal proceedings in respect of and under this agreement in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of and under this agreement in either the Northern Irish or the English courts.

## 13. DEFINITIONS

The following words and expressions shall have the meanings given below wherever they appear in this agreement:

**Approved Engineer** - A qualified engineer (Gas Safe registered) who we instruct to install the Boiler or to provide the Services.

**Assistance** - The reasonable assistance of an Approved Engineer during attendance at your Property to install the Boiler or (subsequent to such installation), provide Servicing, Emergency Assistance or CallOut services under the Service & Repair Plan.

**BER** - Beyond Economical Repair

**Boiler** - The Boiler stated in your Order (or a substitute Boiler of similar specification) together with its connection to your Central Heating System (which shall mean all parts of such system other than the Boiler).

**Call out Services** - A request for (non-Emergency) Assistance in the event of the occurrence of a malfunction of the Boiler or Central Heating System. Such assistance to be provided at our absolute sole discretion.

**Central Heating System** - The system of radiators and pipes and flues for the heating of your Property by the Boiler that you have in situ at the time of the Survey.

**Commencement Date** - Within 14 days of signature of the Order by you and, further, confirmation of the Installation Date by us after completion of a satisfactory Survey of your Property.

**Emergency Assistance** - Assistance in response to an unforeseen and sudden event which, in our absolute sole discretion we determine, if not dealt with promptly, might:

- Render your Property or the Boiler unsafe; or Cause further damage to your Property if not dealt with promptly;
- Cause significant personal risk to you or the occupiers of your Property;
- Cause a significant risk to visitors and others.

**Property** - The address stated in the order as your main place of residence, which is owned and occupied by you (alone or jointly/in common with others) as a private residence.

**Manufacturer** - The company that has made Your Boiler.

**Minimum Term** - A period of 10 years from the date of Installation subject to annual renewal of the Service & Repair Plan.

**Order / Order Form** - Your order for the Boiler and Services, setting out the cost of the Boiler and the Services.

**Services** - The provision of services by us under the Service & Repair Plan.

**Servicing** - The provision of inspection and annual service of the Boiler by Approved Engineer for its continued safe operation under Clause 3.

**Warranty, Service & Repair Plan** - The provision of the Services stipulated in Clause 3,1 (subject to any qualifications stated in the Survey) and subject to the limitations stated in limitations stated in Clause 3,c.

**Warranty, Service & Repair Plan Payment** - The monthly payment which is payable by you, as stated in the Order (or any variation thereof agreed in writing by you upon renewal).

**We/ Us/ Our** - Refers to 247 StwayWarm Ltd and the Manufacturer of your boiler

**You/ Your** - Refers to the customers who is entering into this agreement.