

1. Interpretation

1.1. In these Conditions:

“you” means the customer named on the Specification Sheet for whom we have agreed to provide the Services in accordance with these Terms, and “your” shall be interpreted accordingly;

“Contract” means the contract made between you and us for the provision of the Services;

“Contract Period” A minimum period of one year from the signing of the agreement on the Specification Sheet;

“Materials” means any spare parts, goods or materials purchased by us from a third party and provided by us to you;

“Specification Sheet” means the specification sheet to which these Terms are appended;

“Services” means the repair and maintenance to your Appliance or other services to be provided by us for you set out in the Specification Sheet;

“We” means ‘Country & Town Limited’ trading as ‘EasyFlow’ and “our” and “us” shall be interpreted accordingly. Our address is Atlantic Business Centre, Atlantic Street, Altrincham, Cheshire WA14 5NQ;

“Our charges” means our charges for provision of the Services calculated by reference to our agreed fee as shown in the Specification Sheet, which are exclusive of the cost of materials, unless stated and VAT;

“Appliance” the electric water heater installed in your property the subject of the Contract, but excluding connected pipework, electric cables, fittings e.g. taps and external programmers and controls;

“Breakdown” The failure of the Appliance to provide a hot water service due to component failure; and

“Call-out” A request by you for an engineer to attend site to investigate a water heater fault

“Not Economical To Repair” A point will arise with all water heaters when it is not viable to repair the heater. This usually occurs when manufacturers no longer produce spare parts, as a result of corrosion or when there is a leak or a split on the cylinder.

1.2. The headings in these Terms are for convenience only and shall not affect their interpretation.

1.3. For detailed information on your rights please visit Citizens Advice, www.citizensadvice.org.uk, or call 03454 04 05 06.

2. Contact us

If you don't understand any of this Contract and want to talk to us about it, please speak with our representative or contact us by:

- e-mail [*insert details*] Monday to Friday: 9am to 5pm, and

- telephone on 0800 433 4043 or on 0161 941 3571, Monday to Friday: 9am to 5pm. We may record calls for quality and training purposes.

We are registered in England and Wales under company number: 03199914.

Our registered office is at: [59 Alberbury Avenue, Timperley, Altrincham, WA15 7LJ.

3. Right to cancel this contract

- 3.1. You have the right to cancel this Contract within 14 days without giving any reason.
- 3.2. The period during which the contract may be cancelled will expire after 14 days of the commencement of the contract.
- 3.3. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement (e.g. a letter sent by post or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

*To Country & Town Ltd t/a EasyFlow, Atlantic Business Centre, Atlantic Street,
Altrincham, Cheshire, WA14 5NQ:*

I/We [] hereby give notice that I/We [*] cancel my/our Contract for the supply of the
Service,*

Ordered on [/received on [*],*

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[] Delete as appropriate*

- 3.4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired
- 3.5. We will wait until the 14–day cancellation period in this clause 3 is over before we start to carry out the services, unless within the 14 day period:
 - 3.5.1. you want us to carry out the services during the 14–day cancellation period or
 - 3.5.2. we have agreed to do so, or
 - 3.5.3. we have commenced the services with your consent and you have let us carry out works on site or
 - 3.5.4. we have incurred the costs of materials at your request or
 - 3.5.5. you have signed a written instruction to commence works immediately and given it to us

4. *Effects of cancellation*

- 4.1. If you cancel this contract, we will reimburse to you all payments received from you except where we are allowed to keep such payments such as where we have started carrying out the services within the 14-day cancellation period or you have signed a written instruction to start carrying out the services within the 14-day cancellation period.
- 4.2. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 4.3. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

5. *Supply of the Services*

- 5.1. These Terms apply to all Services, including any Materials, supplied by us.
- 5.2. We must agree in writing any changes or additions to the standard Services or these Terms affecting the Contract.
- 5.3. No contract exists between you and us until we have accepted your order. Your order is submitted to us by means of completion of an on-line application via our website with your confirmation that you accept and agree to our terms and conditions. At the same time you will need to submit a completed direct debit form. When you have done this and when we have set up the direct debit for payments and signed the specification sheet and sent this to you this will signal our acceptance of your order and then there is a binding legal contract between you and us subject to these terms and conditions. The circumstances described in clause 3.5 and 8.2 may also trigger a binding contract.
- 5.4. You agree to supply us with all necessary access and information within sufficient time to enable us to provide the Services in accordance with the Contract. It is your responsibility to ensure the accuracy of all such information.
- 5.5. We will provide the Services in accordance with the Specification Sheet, subject to these Terms.
- 5.6. We may use sub-contractors to provide these services who will benefit from any limitations under these Terms.
- 5.7. We may, without liability to you, correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Services.
- 5.8. We may, at any time, without notifying you, make changes to the Services which are reasonably necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.
- 5.9. We will only offer an inclusive Annual Service for Unvented Water Heaters. We will not offer an annual service for Thermal Store or Combination water heaters.
- 5.10. We will not include parts for Gledhill ElectraMate 2000 water heaters in any agreement.

- 5.11. The service Contract relates to the “Appliance” only and will include immersion heaters, thermostats, and internal control parts if stated on the Specification sheet. The Services will not be provided in relation to connected pipework, electrical circuits, fittings e.g. taps and external programmers and controls. For a list of what is included and excluded from the Services please see the page on our website entitled “What is covered” or request a copy of this from us by email or by sending a request for our information sheet about “What is covered” to our postal address given in Section 1.1 of these Conditions.
- 5.12. Subject to clause 3.5 there is a 14 day suspended period at the start of the Contract. Cover for Breakdowns under the Contract will begin at the start of the 15th day. This is to allow a period for cooling off. This restriction will not apply on the renewal of the Contract.
- 5.13. Once the contract commences you must not allow any other person or organisation to work on the Appliance unless you have obtained permission in writing from us. Failure to comply with this term will render the Contract cancelled with no further liability on our part.
- 5.14. You must operate the Appliance in accordance with the manufacturer’s instructions.
- 5.15. If your Appliance fails you should make a call-out by contacting us on 0161 941 5571 or by calling the Freephone number 0800 433 4043. The office is open from 9.00am – 5pm on Monday to Friday. Engineers do not work in the evening or at weekends. If a call is received by 1pm on a working day we will, wherever possible, arrange for an engineer to attend site within three working days. Timing of the work may be dependent on availability of replacement parts.
- 5.16. We will always provide you with a “Morning” or “Afternoon” appointment slot but will contact you by telephone or text to give you 60 minutes’ notice of the engineer’s arrival on site.
- 5.17. We carry a range of parts and will fit either the parts recommended by the manufacturer of the Appliance or similar parts. We do not guarantee to repair the Appliance on the first call, as additional parts may need to be ordered.
- 5.18. The maintenance plan will be renewed automatically on the anniversary of the Contract unless you have declined this option on the Specification Sheet or you have given written notice as stated in clause 10.1 to terminate the Contract. After the first 12 months you may cancel the Contract at any time by providing us with one month’s written notice of cancellation, by recorded delivery/registered post, to the address given in sections 1 and 2 of these terms.
- 5.19. The Appliance may be deemed to be “Not Economical To Repair”. This will happen when/if it would be more economical to replace the Appliance rather than repair it. This usually occurs when manufacturers no longer produce spare parts, or as a result of corrosion or when there is a leak or a split on the cylinder. If this happens, we will not replace the Appliance as part of these Services.

6. Charges

- 6.1. Subject to any special terms agreed between you and us, you must pay our charges stated on the Specification Sheet and any additional sums (such as the cost of Materials and VAT) including any additional sums which, in our reasonable opinion, are required as a result of

your instructions or lack of instructions, the inaccuracy of any information, failure to provide access or any other cause attributable to you. The annual charge stated on the Specification Sheet covers call out fees, labour and annual services, and parts unless stated otherwise in the Specification or these terms.

- 6.2. All charges quoted to you for the provision of the Services are exclusive of the cost of Materials and any VAT, which you must pay in addition, unless included on the Specification Sheet.
- 6.3. We may invoice you at any time after we have started to provide the Services to you.
- 6.4. You must pay our charges together with VAT and any additional sums payable by direct debit in equal monthly instalments on or around the first calendar day of each month. If we send invoices for any outstanding sums you will pay our invoices within 14 days of the date of the invoice.
- 6.5. If you do not pay us by the due date for payment, without limiting any other rights we may have, we will be entitled to charge you interest on the outstanding amount (both before and after any judgment) at the rate of 4% per cent above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full.
- 6.6. A debt collection agency will, at our discretion and your expense, be instructed to collect any monies owed to us.
- 6.7. If we have agreed in writing that we owe to you a specific monetary sum, then you may set-off this sum against monies due to us under the Contract, but otherwise you must pay the sums due to us under the Contract without set-off or deduction.
- 6.8. Annual charges will be reviewed at the end of January each year. We reserve the right to increase the rate of the annual charge by the average rate of inflation declared for the previous six months by the Bank of England plus not more than 2.5%. All increases will exclude VAT which will be added at the standard rate.
- 6.9. If we become aware that a fault with your Appliance or heating system arose before the agreement was signed we charge an additional repair fault of £100 plus Vat unless the Appliance is corroded or falls under the exclusions referred to in Clause 8 below in which case we will not accept a contract.

7. Warranties and Liability

- 7.1. Nothing in these terms is intended to exclude or limit liability for:
 - 7.1.1. death or personal injury caused by our negligence
 - 7.1.2. fraud or fraudulent misrepresentation
- 7.2. We warrant to you that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and these terms.
- 7.3. Subject to clause 7.1 our entire liability to you is limited to the extent that it is covered by any insurance policy taken out by us and operative at the time the liability accrues. Details of our present insurance cover are available on request. If, in the Specification Sheet, you ask us, at your expense, to purchase additional insurance cover we will take reasonable steps to

procure this. Note that our specific liability for loss or damage to property that arises from our fault or failure will be limited to the amount by which we are covered under our public liability insurance although such limitation will not apply if cover is unavailable through our own failure to make reasonable efforts to procure such insurance cover.

- 7.4. We offer no warranty or assurance that the Appliance or your heating system will be fully functional at all times. It is your responsibility to contact us immediately if there is a failure. We shall not be held liable for any damage unless it is a result of our work.
- 7.5. We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any instructions or information supplied by you which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or from your failure to provide us with access or any other fault of yours.
- 7.6. We shall not be liable to you for any loss of profit or any indirect, special or consequential loss which arises out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by you.
- 7.7. We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Services, if the delay or failure was due to any cause beyond our reasonable control.
- 7.8. You should inform us of any complaint or a defect in our Services in writing within 14 days of the defect becoming apparent to you.
- 7.9. Where any valid claim or complaint is notified to us in accordance with clause 7.8, we may, in satisfaction of our liability to you, carry out such further services as we deem necessary free of charge or refund to you the price paid by you for the Services (or a proportionate part of thereof).
- 7.10. It is your responsibility to provide us with access to enable us to provide the Services. Accordingly, if you ask us to take up fitted carpets or floorboards or to move furniture, ornaments or other items to gain access for provision of the Services, we may do so on your behalf and entirely at your own risk. We will use our reasonable endeavours to put back any items moved in the place and condition that we found them, but we shall have no liability to you for any losses, costs or expenses arising from any damage to such items or our inability to restore any items moved in the place and condition that we found them.
- 7.11. By entering this Contract with you we are not confirming that the Appliance has been installed to the manufacturer's instructions. If the Appliance has not been installed to the manufacturer's instructions we reserve the right to terminate the agreement, without further obligation to you.
- 7.12. If you are a consumer, these Terms do not affect your statutory rights.

8. Exclusions

- 8.1. Your agreement with us is for a limited water heater support service. This service has a number of exclusions and we will not be liable to you for the cost or expense of the items listed below and we reserve the right to make appropriate charges.

- 8.2. We will not cover any breakdown that occurs within the first 14 days of the signing of this agreement unless urgently requested. If such urgent request is made this Contract is affirmed.
- 8.3. We will not cover:
- 8.3.1. The topping-up of a Feed and Expansion tank, where applicable;
 - 8.3.2. Any loss or damage caused by a leak or malfunction of the Appliance unless this was caused by our work
 - 8.3.3. A replacement Appliance for any reason including an Appliance that is Not Economical To Repair or an Appliance that is subject to general wear and tear or the effects of age;
 - 8.3.4. Costs related to changes in legislation;
 - 8.3.5. The costs of maintaining an Appliance that has been incorrectly installed;
 - 8.3.6. An Appliance that is unsafe to maintain requiring the attention of an electrician to make safe or one that is inaccessible;
 - 8.3.7. Repairs to the water supply or pipework supplying the water heater;
 - 8.3.8. Repairs to the electric supply or the electric circuit supplying the water heater;
 - 8.3.9. Any accidental or wilful damage or damage caused by customer neglect;
 - 8.3.10. We will not cover hard water damage and will not maintain water heaters that fail due to lime scale or sludge. We will not remove lime scale or sludge from water heaters;
 - 8.3.11. Costs resulting from incorrect use or from not using or maintaining the Appliance according to the manufacturer's instructions or statutory regulations;
 - 8.3.12. We will not make changes to installations to the existing Appliance if these are deemed to be safe and acceptable.
 - 8.3.13. Costs due to delays in making a repair or inability to obtain spare parts;
- 8.4. On indirect water cylinders; primary circuits, primary heat sources e.g. boilers, zone valves, diverter valves and central heating controls are excluded;
- 8.5. Electrical Wiring: the agreement excludes any work required to the electrical wiring in the property such as the consumer unit, cables, time switches, controls, programmers, isolators and fuse spurs;
- 8.6. Replacement boilers and cylinders are excluded: if the unit becomes obsolete, corroded or beyond repair the owner of the property will be responsible for the cost of purchasing and installing a replacement. The agreement will be suspended until the new water heater is in place, unless you decide to terminate;
- 8.7. We are liable only for the maintenance of items listed in the Specification Sheet, all external fittings, pipes and controls are excluded.
- 8.8. For a full list of what is covered within our Services please see the page on our website entitled "What is covered" or request a copy of this from us by email or by sending a request

for our information sheet about “What is covered” to our postal address given in Section 1.1 of these Conditions.

9. Carrying out of the services

- 9.1. We must carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, this will be within a reasonable time.
- 9.2. Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:
 - 9.2.1. you change the services (and this means we have to do extra work or wait for extra materials);
 - 9.2.2. we have to wait for your other providers to complete their work before we are able to carry out the services;
 - 9.2.3. materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);
 - 9.2.4. we cannot access the site at the times we agreed with you;
 - 9.2.5. you have not prepared the site in the way we agreed with you.

10. Termination

- 10.1. You may terminate the Contract at any time after the initial 12 month period by giving not less than one months’ written notice to us. Termination of the Contract will not entitle you to a refund of the annual fee. If the Contract is being paid by direct debit then the outstanding amount due in the remaining months of the year will become payable on termination. Our annual charges accrue prior to termination.
- 10.2. We or you may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms or non-payment and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed, or if the Appliance becomes not economical to repair or if you sell the property.
- 10.3. If this Contract is ended it will not affect our right to receive any money which you owe to us under this contract.

11. Complaints

- 11.1. We will try to resolve any complaints with you quickly and efficiently.
- 11.2. If you are unhappy with:
 - 11.2.1. the services

11.2.2. our service to you generally

11.2.3. any other matter

please contact us as soon as possible.

11.3. If you and we cannot resolve a complaint using our internal complaint handling procedure, we will:

11.3.1. let you know that we cannot settle the dispute with you, and

11.3.2. give you certain information required by law about our alternative dispute resolution procedure.

12. General

12.1. Country & Town Limited registered office details and company number 03199914, trading as EasyFlow is an independent company and as such does not claim to be endorsed by any manufacturer.

12.2. These Terms (together with the terms, if any, set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement, statement, or understanding. All other terms, save for those implied by statute, are excluded to the fullest extent permitted by law.

12.3. A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its address set out in the Specification Sheet or such other address as may, at the relevant time, have been notified pursuant to this provision to the party giving the notice.

12.4. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.5. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

12.6. English law shall apply to the Contract, and the parties agree to submit to the jurisdiction of the English courts.