

# Terms & Conditions

## Our promise to you

We aim to provide a safe, high-quality service, to repair and maintain the equipment included in this agreement. If you have any questions or concerns about your agreement, please contact us on 01482 325456.

## Summary of your agreement

### What the agreement provides

- Labour and parts for repairs to the boiler.
- One Safety and Maintenance Inspection in every year of your agreement for Central heating Boiler and controls. Your service engineer will draw your attention to the checks which have been carried out and ask you to sign his service report to acknowledge the boiler is working to your satisfaction.
- No limit to the number of call-outs to carry out work included in your agreement.
- A customer helpline available Monday to Friday 8.30am to 5.00pm. Excluding public holidays, and the period between Christmas and New Year.
- Advice about your system from our engineers, during visit.

We can only include your appliance if:

It was bought in the United Kingdom; and it is in good working order at the time of first service.

Your holiday or residential home is sited on a bona fide approved park, (BH&HPA or NCC members).

### Legal requirements

By law, before a new Caravan Holiday Home, or Park Home is put into first use, the gas system must be commissioned by a competent and registered engineer.

## **SEASONALITY**

Due to the seasonal nature of the UK holiday park industry, it may not be possible for us to give you a prompt service at peak times. Specifically around Easter at the beginning of the season, Bank holidays, and around the annual Christmas Holidays. We will always endeavor to give you our best service, but you are advised to try to avoid waiting until the last minute before a public holiday, to check your system works. This is especially important after a lay up period.

### **Specific exclusions:**

- Frost Damage
- Removing sludge or hard water scale from the system.
- Damage caused by the lack of suitable antifreeze/inhibitor.
- Modifications to the boiler from the original factory specification.
- Loss of pressure within the central heating system not directly caused by the boiler.
- Blocked filters.
- Damage caused by a defective gas, water or electrical supply.
- Damage or failure caused by insect or debris contamination.
- Incorrect operation of the boiler caused by defective outlets (thermostatic mixers or mono block mixers).
- Replacing your boiler if it is seven years old or more.
- Repairing or replacing appliance flues that are not part of your boiler.

### **General exclusions**

Your Service agreement does not include the following.

#### **Hiring or letting**

We will not cover any appliance installed in a caravan used for hiring or letting.

#### **Design or existing faults**

We will not include the cost of repairs needed because of design faults (unless we are responsible), or faults which existed before you entered into the agreement and which we could not identify on our first inspection of that particular system or appliance using reasonable care and skill.

#### **Third-party or accidental damage**

We will not include the cost of repairs relating to damage caused by you or someone else.

#### **Consequential loss**

We will not compensate for loss of use, or loss of holiday time, due to breakdown, or waiting for our engineers to attend. Unless we are responsible for it, we will not include loss or damage to property (including any cleaning needed) caused by the appliance, boiler or system breaking down or leaking (for example, damage to furniture caused by water leaks).

Any redecoration that may be needed following our work is your responsibility, unless we have been negligent.

### **Normal insured risks**

We will not include the cost of repairing faults, or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. You should check your caravan insurance to make sure you have enough cover for these risks.

### **Under Morco Service Contract**

We will not include the following.

- Improvements including work that is needed to bring your system up to current standards. Examples of improvements include system upgrades, such as adding thermostatic radiator valves, replacing parts such as flues or vents which do not meet current standards, and replacing working radiators with improved models. (These are examples only, not a complete list.) You may need to have improvements carried out before we are able to complete other repairs to your system.
- Replacing or repairing parts which do not affect how the system or appliance works or decorative or specialist parts.
- Resetting controls (for example, thermostats and programmers following changes due to winter or summer).
- Repairing faults or clearing physical blockages (blockages such as rubble, sludge and scale, but not air locks) if we have told you permanent repairs or improvements are needed to make sure your appliance or system works properly. We will only tell you this if, in our expert opinion, it is necessary.
- Cash alternatives for repair or maintenance.
- Repairing any damage caused by our work or redecorating, unless we or our agents have been negligent or broken this agreement.
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services.

### **About your agreement:**

#### **Domestic use**

Morco service agreements are only available for appliances used inside your holiday or residential home for normal domestic purposes. (letting and hiring is excluded).

#### **Service coverage**

There are a few areas of Great Britain where we do not provide service agreements. If this affects you, we will tell you when you apply.

#### **Period of agreement**

Your agreement runs until you tell us that you would like to cancel, or if we cancel the agreement (see Cancellation). You may cancel the agreement at any time. You may write and request any updated terms & conditions at any time.

Please read the section Minimum charges below.

#### **Start date and payment**

Your agreement begins when we process your application. Payment may be made by monthly Direct Debit, Credit/Debit card or cheque. Please do not send cash although we will accept cash from callers.

### **Initial safety and maintenance inspection**

If you choose a Morco service contract, we will inspect your gas central heating system to make sure it is safe and in good working order. Our Corgi Registered Gas service engineer will fill in a safety and maintenance inspection checklist to show you what he or she has checked. We will normally do this inspection within 28 days of the beginning of your agreement where possible. However, as we give priority to breakdowns, it can be later if there is a lot of demand for our services. If the inspection reveals a problem, two choices will be available:

1. We cancel the agreement and refund your money. In this case any subsequent application for a service contract will be refused.
2. You arrange to pay our engineer separately to carry out the repairs, so that the service contract can continue.

### **Call Outs**

If during subsequent inspections, or call outs, faults or problems which are excluded from this contract are found, then you are expected to pay our engineer for both his call out and repair. If you refuse then we may exercise our right to cancel your contract as outlined above.

We will aim to carry out the Safety and Maintenance Inspection around the same time each year where possible. This will depend on our workload and your preference for an appointment. As long as we can get into your home, we will always make sure we check that your system or appliance is safe. You can also call us at any time to arrange or rearrange your Safety and Maintenance Inspection.

### **Gaining access to your Caravan**

We will let you know when it is time to carry out an inspection. It is your responsibility to co-operate in arranging an appointment with our agent and to let us into your property. Alternatively you can appoint the Park owner or another person as your proxy. Your proxy must, however, be present and sign our engineers service report accepting the work has been carried out and that the appliance is working satisfactorily. If we cannot gain access to your Caravan, we will be unable to carry out the necessary work. If you do not arrange an appointment or we cannot gain access, your agreement will continue even though we have been unable to carry out the inspection. If, after several attempts, you have not made an appointment or we still cannot gain access, we may cancel your agreement. We will tell you in writing if this is the case.

### **Cancellation**

We may cancel your agreement in the following circumstances:

- If you have given false information.
- If you do not make an agreed payment.
- We find something wrong at the initial safety inspection.
- We are called out for a reason which is excluded from your contract.

- We have advised you that permanent repairs or improvements are needed to make sure your appliance or system works properly, and you do not follow our advice within a reasonable period. This advice may include replacing your boiler or system.
- If we are not reasonably able to find parts to keep your system or appliance working safely.
- If circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.
- If we give you reasonable notice that we are going to cancel.

If we cancel your agreement, we will:

- Give you a full refund; or
- Give you a refund based on how long is left to run of any 12-month period.

**You** may cancel your agreement in the following circumstances.

- If it is within fourteen working days starting from the day after you receive written confirmation of your agreement with us you will receive a full refund of any money paid. (Unless we have carried out an inspection or repair, in which case call out charges will apply.).
- If it is within one month after us letting you know about changes in prices or terms and conditions or if we fail to do something which we should have done. In this case, you will receive a refund based on how much time is left of the relevant 12-month period or, if you agree, we will put things right and continue the contract.

If you pay each year in advance (by cash, cheque, credit card or debit card) instead of by monthly direct debit and cancel the agreement during that year, we will give you a refund based on how long is left of any 12-month advance payment. This will depend on any deduction we may make under the Call out charges below. If you pay by monthly direct debit, you will not receive a refund of any payment you have made, and your agreement will run until your payment runs out.

### **Call out charges**

For year ending 31.03.2009. Up to a Maximum of £75.00.

### **Safety advice**

We may advise you that permanent repairs or improvements are needed to make sure your appliance or system works safely (for example, to comply with gas safety regulations). If you do not follow our advice, it may mean that we are unable to fulfill all of our obligations under your agreement. In this case, your agreement will continue to run unless you tell us you would like to cancel or if we cancel the agreement (see Cancellation).

### **Spare parts**

If we do not carry the spare parts your repair work needs on the day, we can get hold of most items the following working day. Otherwise, we will do all we reasonably can to find parts from our suppliers.

**Labour**

One of our engineers, or more usually, a suitably qualified contractor will carry out the work.

**Using personal information**

Information you provide and which we hold about you, will be used only by us or our agents for the purposes of carrying out the terms and conditions of our service contract with you. Any personal data we hold about you will not be passed on to a third party without your consent.

**Third-party rights**

Nobody other than you will be able to benefit from this agreement, which cannot be passed to someone else without our agreement.

**Our responsibilities**

We will meet our responsibilities under this agreement within a reasonable time unless it is impossible for us to do this because of circumstances outside our reasonable control.