



TERMS AND CONDITIONS

These terms and conditions ('terms') apply to the oil service and maintenance contract ('contract') between the person ordering the services ('customer' or 'you') and Yorkshire Oil Assist ('we' or 'us'). Please read these terms carefully before agreeing to the contract as they contain important information.

Services

If you have selected 'OilCare Basic' then the contract between you and us entitles you to an annual boiler service only. If you have selected 'OilCare Plus or OilCare Premium' then your contract entitles you to comprehensive cover for your oil central heating boiler and heating system and includes an annual service.

There are no excess fees to pay, and parts and labour are included up to £250 per contract term for Plus and £500 per contract term for Premium, subject to the exclusions listed below. We will provide the service you have selected to you in accordance with these terms.

If an emergency or breakdown occurs, it is essential to respond appropriately to minimize any additional damage, such as containing a leak or shutting off the water supply at its source. Please note that we cannot accept responsibility for damage caused if you fail to reasonably limit further damage.

Yorkshire Oil Assist In the event of a breakdown will allocate a qualified Engineer to visit the premises to restore the heating and or hot water.

It is your responsibility to get any permission needed for the work, for example, if you don't own the property, you need to obtain the owner's permission first. You will be responsible for any losses or costs to us if claims are made against us for work carried out without the proper permission.

Please note that the attending Engineer is not authorised by Yorkshire Oil Assist to discuss your plan, if you would like to know more then please call 07860 608338.

Exclusions to the service and maintenance contract

The following services are excluded from all our Protection plans:

- Commercial properties (Boiler Cover Only)
- Complete appliance replacement for any reason
- Replenishment of chemical treatments unless this system is drained
- Hot water boiling taps
- Waste macerators - sink and toilet
- Water softeners and conditioners
- No Tap cartridges and shower thermostatic cartridges
- Electric showers and digital showers
- Shower pumps
- Replacing any bathroom fittings, fixtures, showers or sanitary ware
- No toilet parts and concealed toilet cisterns
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity, oil or water services
- Beginning or continuing services where we believe there is a significant health and safety issue, including the presence of hazardous material, infestations, or harassment of our staff (physical or verbal).
- Removing sludge or hard water scale from your system or appliance
- Resetting controls (for example adjusting room thermostats or programmers due to the seasonal clock changes)
- Removing asbestos associated with repairing the appliance or system. By law the person who removes the asbestos must give you a clean air certificate. If you have the asbestos removed, you must provide us with a clean air certificate before we will do any more work in your property
- External pipe work to oil tank
- Oil tank and oil tank base
- Oil lifters
- Oil components damages from sludge from the oil tank and oil line
- Tank master, or oil Watchman gauge
- Faults caused from running out of oil, using the wrong fuel or from contaminated oil
- Customer inflicted accidental damage e.g. nailed pipes

- Damage caused by improper use
- Replacement or repair of thermal stores, immersion heaters or the repair of fan convectors
- Burst pipes due to freezing with inadequate lagging that we haven't installed
- Remedial work to correct pre-existing system/design faults
- Regulation changes forcing remedial work e.g. hatches for flues in voids
- Repairing or replacing flues or terminals that are not directly part of the appliance flue system
- Damage to property resulting from a leak caused by failure of parts or components (only the parts that are damaged/failed are covered) We will not be liable for any cost or expense (unless caused by Our negligence) caused by necessary access and/or associated with reinstating the fabric of the home and costs associated with remedial work such as but not limited to redecoration, or restoration of any fixtures or fittings needing to be removed or replaced during the carrying out of any Work. Unless damage is caused by Our negligence, we will not be liable or responsible for any loss or damage to Your Home because of Your boiler, central heating or plumbing system breaking or failing. This includes, for example, cleaning and/or repairs required for any damage to fixtures or furniture caused by a water leak. Where damage has been caused by the negligence of an Engineer appointed by Yorkshire Oil Assist, and you would like to make a claim for damages, we will supply you with their public liability insurance details.
- Work required due to decorating or DIY
- Electrical faults outside of heating system
- Designer radiators and towel rails and designer radiator valves
- Cold water booster pumps and accumulators
- Swimming pool components (Boiler cover only)
- Any appliance over 70kw and not for the purpose of domestic use
- Chemical descaling and power flushing
- Heat exchangers including plate to plate type
- Multiple appliances – each membership only covers one main appliance. If you want multiple appliances covering, these must be purchased additionally
- Third party-If anyone else carries out work on your boiler, appliance or system and damages it, or the work is not completed properly, we will not be held responsible for putting it right
- Intermittent Fault Issue/s that occur sporadically. An example of an intermittent fault includes (but is not limited to) instances of recurring boiler pressure loss that can be resolved by topping up and resetting the boiler. Should an Engineer visit your property and determine that the issue is intermittent, or if they offer advice to prevent the problem from happening again, any subsequent reports of the same problem will not be

covered under the coverage of your agreement

- Any Breakdown or Emergency that occurs as a direct result of someone's actions, whether intentional or not, including (but not limited to) Misuse. Examples of Accidental Damage include (but not limited to) issues that arise because of; inappropriate use, a System not being used in accordance with manufacturer instructions and third-party interference with a System, for example DIY or building works
- Using an appliance or system to fulfil any obligation other than its primary intended function, or in ways which go against the manufacturers recommendations, or which could increase the chances of a Breakdown. Examples include, but are not limited to the disposal of inappropriate items in the drainage system (i.e., wet-wipes, food, or hair) or topping the boiler pressure too high
- Any Breakdown or Emergency that, in our engineer's opinion, has occurred because of a System being installed or designed poorly or incorrectly. Examples of System Design Faults include (but not limited to): pipework design that is prone to blockage, appliances that are not installed to the manufacturers specifications or installations where reasonable care has not been taken to prevent future foreseeable issues from occurring
- Smart internet thermostats and smart radiator valves
- Electric underfloor heating cables and controls
- Buffer vessels, low loss headers, or system filters over 22mm
- External drains, sewer systems, cesspits, septic tanks, and manhole cover - including shared drains
- Plumbing of any sort, in out buildings, swimming pools, ponds
- Solar thermal, Heat pump, hot water systems and components
- Repair or replacement of the boiler should the Engineer determine that it is beyond economical repair or if new manufacturer approved spare parts are no longer available
- Complete appliance replacement for any reason including financial contribution to an appliance or system.
- Boilers that are in Warranty except for Firebird and Grant Boilers. Approval is needed from the Manufacturers prior to Yorkshire Oil Assist appointing an Engineer to attend.
- External water supply stopcock, if we can't turn off your external water supply it is your responsibility to contact your water supplier to turn it off (Advice can be given by us and this should be free of charge service from your suppliers).

Period of contract

The contract will run for a period of one calendar year from the date that your first payment is received ('initial term'). Any remedial work required following the initial subject to survey visit on the boiler service visit is not covered by this contract and will be quoted for and charged separately and is required to be completed by the next visit.

Your product must have been installed, maintained and used in accordance with the manufacturer's instructions; this includes annual servicing of the boiler of which proof is required if it was completed by a third party.

Before arranging assistance under your cover, please check that your circumstances are covered under your contract.

Annual service

Once annually, a service Engineer will examine the central heating appliance(s) on a mutually agreed date. They will meticulously clean and adjust the appliance as needed, employing reasonable care and skill. Simultaneously, a visual inspection of the entire system will be conducted, with any required remedial works promptly addressed or quoted separately, as deemed necessary.

If our Engineer recommends any remedial or maintenance works during a boiler service or breakdown, the repairs must be carried out within 28 days of notification or further claims may be rejected. We will not pay for costs incurred where you have been advised of the need to carry out permanent repair work to avoid repetitive situations leading to a breakdown and/or failure.

It is your responsibility to contact us during the eligible period to request your service. If you do not request your boiler service, we will assume you do not wish it to be completed during that period of the contract.

Please note: If your boiler has not been serviced annually, we may not be able to carry out repairs or aid you under your cover.

Making good

We will fill in any holes and leave the surfaces level if we have had to make access to your system or appliance to carry out a repair. We will not replace the original surface or construction (for example, decoration).

Appointments

Appointment times may be subject to change. During a particularly busy period Yorkshire Oil Assist may have to give priority to breakdowns resulting in your appointment slot being changed or re-arranged. We will always try to keep booked appointments.

Normal hours - Morning appointments 09.00-12.00

Normal hours - Afternoon appointments 12.00-17.00

If you need to reschedule an engineer's visit, you should provide at least 24 hours' notice by calling us on 07860 608338. If the Engineer attends and is unable to gain access on a booked visit, then a call out fee may be charged to you directly to cover labour and travelling costs.

Out of Hours

Our out-of-hours services are available for breakdowns, including weekends and holidays.

Emergency services are subject to technician availability.

We strive to respond promptly to emergency calls; however, response times may vary based on demand and location but aim to attend within 24 – 48 hours.

Only Engineers approved by us are authorised to carry out repairs under this plan unless we agree otherwise in advance

Priority will be given to situations deemed urgent or posing a threat to property or safety

Landlords Safety Certificate

By Law, Landlords must have oil appliances in properties they let serviced every 12 months or change of tenant. They should also hold a valid oil safety certificate e.g. CD/11 Oil Firing Service and Commissioning Report.

Spare parts

Our Engineers we use to carry out works carry a great range of spare parts, however, if they do not have the required parts on their van stock, we will do all that we reasonably can to find and install parts from our approved suppliers.

The suppliers we use can usually provide the parts the next working day unless it is a specialist order.

Where we provide replacement parts, they will have similar functionality but not necessarily the same features, make and model or type of fitting. If a replacement is required to resolve a breakdown, our choice of parts will be fitted. Or you can supply the Engineer with a replacement part that you've bought yourself, this requires to be brand new and that we approve, in this case we will only accept responsibility for our workmanship, and not part failure.

Acceptance on to contract

Acceptance of a system or appliance(s) in a contract does not imply satisfactory installation (except if Yorkshire Oil Assist appointed Engineers installed the entire heating system) or adherence to current standards or codes of practice. Nor does it guarantee the availability of spare parts for the appliance.

Price and payment

The amount payable by you is the one communicated by Yorkshire Oil Assist upon entering the contract. This price includes VAT unless explicitly stated otherwise. Yorkshire Oil Assist holds the right to adjust the price after the initial contract year concludes, with prior notification of any such increase. Payment is required annually in advance or through monthly instalments, and the specified payment details will be communicated by Yorkshire Oil Assist.

Emergency assistance is provided when an unforeseen and unexpected breakdown of the primary heating system occurs which leaves the boiler inoperable and the occupier with no heating and or hot water. The assistance will commence 30 days after first payment.

This contract has no monetary value

Renewal

The contract will renew annually on the anniversary of your initial payment receipt date. It stays in effect as long as payments are consistently made. If you opt for monthly payments, your plan will be automatically renewed at the conclusion of each contract year, unless we receive notice to the contrary, in which case the contract will terminate. Yorkshire Oil Assist retains the right to decline contract renewal. Please be aware that if your contract is automatically renewed, you have a statutory right to cancel within 14 days of the renewal date (referred to as your 'cooling off period').

Your rights

It is our responsibility to supply you with services that meet your consumer rights. If you have any concerns that we have not met our legal obligations, please contact us on 07860 608338 or use the contact form at the bottom of the page. If you are unclear about your rights or require advice, you can contact the Citizens Advice Consumer Service on 0808 223 1133 or www.citizensadvice.org.uk

Access

It is your responsibility to let us into your property. 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 contract.

If our Engineer is unable to access your property at the agreed appointment date, and/or there is not an adult over the age of 18 present, or the Engineer is unable to park their vehicle nearby a call-out fee of £75 plus VAT may apply.

Landlords

We will exert all reasonable efforts to conduct an oil safety inspection at your premises. You will be notified in the event we are unable to access your tenanted property. Yorkshire Oil Assist cannot be held accountable if access is unattainable for the oil safety inspection. As a landlord, it is your legal obligation to ensure that the property possesses a valid Landlord Oil Safety Record.

Cancellation of contract

You possess the right to terminate the contract with us within 14 days of its initiation without providing any reason. This period is commonly referred to as the 'cooling-off' period. To exercise your cancellation right, you must communicate your decision through a clear statement, such as a letter or email. We retain the right to annul the contract under certain circumstances, including instances where you provide false information, fail to make an agreed payment by the due date, deny us access to your property within a reasonable timeframe, make changes to your boiler or an appliance covered by the contract, or we are no longer able to provide services in your area, at our discretion or if we are required to cancel by applicable law or regulation. In these circumstances you will not be entitled to a refund.

Should there be the presence of hazardous materials, infestation, or should our Engineer/s be subject to any abuse (physical or verbal), our Engineer/s may at their discretion discontinue the service or repair. You will be contacted by Yorkshire Oil Assist to discuss the reason behind our engineer's discontinuance and how this might be resolved.

Effects of cancellation

If you decide to cancel this contract within the cooling-off period, we will refund all payments made by you, with potential deductions as outlined below. Should you wish for services to commence before the cooling-off period concludes, a specific request from you is required. If work begins before the cooling-off period ends, you retain the right to cancel within 14 days, but you will be responsible for labour and parts costs incurred up to the point when you notify us of your decision to cancel. The right to cancel is not applicable if the service is fully performed during the cooling-off period. While you may use the request to start work form provided, it is optional. Reimbursement, if applicable, will be processed promptly and no later than 14 days after we receive notice of your decision to cancel. No additional fees will be incurred during the reimbursement process. If the contract is cancelled outside the cancellation period or outside 14 days of renewal date, a refund is not typically provided. For those paying by monthly instalments, any outstanding instalments remain payable until the end of the contract year. Cancelling your Direct Debit does not cancel your agreement with Yorkshire Oil Assist.

Events beyond our reasonable control

We cannot accept liability for any delays or non-performance of our obligations under this contract because of any event or circumstance beyond our reasonable control. Where possible, we will take all reasonable steps to minimise the effect of the delay.

Late payment

Failure to make timely payments may result in the imposition of interest on the overdue amount at a rate of 3% per annum above the base lending rate of The Bank of England, as periodically determined. This interest will accumulate daily, commencing from the date the payment is due until the actual payment date of the overdue amount, whether before or after legal judgment. It is your responsibility to settle both the interest and the overdue amount.

Yorkshire Oil Assist will use Automated emails requesting you to contact us to bring your account up to date and phone calls from our in-house collections team to find out why a payment hasn't been made. Should no progress be made, your details being passed on to an external credit control agency to collect any outstanding monies on our behalf. In this circumstance, your contract will be cancelled and the full remaining balance on your agreement will become payable immediately, including interest accruing.

Liability

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 contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable (but we do not exclude or limit in any way our liability to you where it would be unlawful to do so). We will make good any damage to your property negligently caused by us while providing services. 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 (e.g. damage caused by water leaks, oil leaks). Cosmetic damage to paintwork, dents or scratches.

Other important terms

The contract between us is subject to the following additional terms:

1. We reserve the right to transfer our rights and obligations under these terms to another organization, and we will notify you if such a transfer is planned.
2. You can only transfer your rights or obligations under these terms to another individual if we provide written consent.
3. Moving Home If you are moving home, please notify us once you have your move in date and we will be able to transfer your subscription to your new property. All we require is your new address, make, model and age of the boiler and recent service safety certificate at your new property. Please note that there will be an exclusion period that will apply for the first 14 days after transferring your plan, before a claim can be made. If you do not require cover in your new home and wish to cancel, termination fees may apply.
4. It is the Customers obligation to provide correct details and contact information so that Yorkshire Oil Assist can provide the Services in the Contract. If information is incorrect Yorkshire Oil Assist has no liability to being unable to provide the Services.
5. This contract establishes a legal agreement solely between you and us. No other individual is entitled to enforce any of its terms.
6. If we do not immediately insist on your compliance with any obligations under these terms, or if we delay in acting against any breach of this contract, it does not waive your obligation, and we retain the right to act later.
7. These terms are governed by English law, and legal proceedings concerning the products can be brought in the English courts.

8. Each paragraph of these terms operates independently. If any court or relevant authority deems any part of these terms unlawful, the remaining paragraphs will remain valid and enforceable.
9. Services and Breakdowns will be carried out by Engineers that are fully capable and insured to do so.

Yorkshire Oil Assist – 07860 608338