

THE HOMEOWNERS GUIDE TO
WARMCOVER



BOILER CARE PLANS



Everything
**Plumbing &
Heating**

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✉ info@synergisw.co.uk

☎ 01404 234363

📱 🐦 [synergi_sw](https://www.instagram.com/synergi_sw)



BAXI

Glow•worm
The energy you need

ideal

Vaillant

WORCESTER
Bosch Group



WHY CHOOSE SYNERGI SW?



Our boiler and heating care plans are more than just breakdown cover, they're designed with you in mind. Local affordable, honest and they include a full service and basic safety check!



We always undertake an initial inspection of your system to ensure it will be covered. We provide advice on any existing faults and remedial works that might be required.



Our local team are all employed in house and we do not subcontract the work to other gas companies.



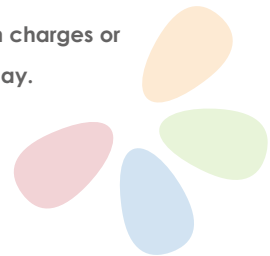
Our care plans cover parts of your boiler and heating system that most of our competitors just won't cover.



Because we're local it allows us to build a fantastic working relationship with our clients and you'll get to know our friendly team in no time!



There are no hidden charges or excess to pay.



WE CAN PROVIDE FOR MOST TYPES OF SYSTEMS

WHAT SYSTEM DO I HAVE?



Regular boilers (sometimes known as traditional, conventional or heat only boilers) are ideally suited to homes that already have a traditional heating and hot water system, which is linked to a separate hot water cylinder. These boilers also need a cold water storage tank in the loft to feed the hot water cylinder, as well as a tank that maintains the water level of the central heating system.

A combination or 'combi' boiler, is both a high efficiency water heater and a central heating boiler in a single compact unit. Combi boilers heat water directly from the mains when you turn on a tap, so you won't need a hot water storage cylinder or a cold water storage tank in the roof space.



System boilers require a cylinder for storing hot water, however the major heating and hot water system components are built into the boiler itself, making it quicker and easier to install. In addition, there is no need for a tank in the loft, so it can be an option in a home with little or no loft space or where the space is earmarked for a conversion.



WARMCOVER # 1

- Annual Premium Boiler Service
- System & Controls Health Check
- Discounted Emergency Call Out Service

£9.50
PER MONTH

YEARLY COST
JUST **£114**

WARMCOVER # 3

- Annual Premium Boiler Service
- System & Controls Health Check
- Discounted Emergency Call Out Service
- Covers Boilers Even Out of Guarantee

£14.50
PER MONTH

YEARLY COST
JUST **£174**

WARMCOVER # 2

- Boiler Within Guarantee Period
- Annual Premium Boiler Service
- System & Controls Health Check
- 365 Days Per Year Emergency Call Out Service
- Full Parts & Labour Covered
- **Covers Heating & Hot Water Systems**

£11.50
PER MONTH

YEARLY COST
JUST **£138**

WARMCOVER # 4

- Annual Premium Boiler Service
- System & Controls Health Check
- 365 Days Per Year Emergency Call Out Service
- Full Parts & Labour Covered
- **Covers Heating & Hot Water Systems - out of guarantee**

£18.50
PER MONTH

YEARLY COST
JUST **£222**

Modern boilers are more efficient and reliable than ever. However, there's always a possibility that it may break down. If it does, you could be left out in the cold. **Trust Warmcover and avoid those unexpected, costly repairs with one of our four levels of cover, from just £9.50 per month.**

A gas boiler service is as important as an MOT for your car and can have some major benefits.

WHAT TO DO IF YOU SUFFER A BREAKDOWN?



1. Refer to our self-help check list on the next page to check the basics.



2. Contact our team on **01404 234 363**, if our office is closed you will be directed to our nearest on call engineer.



3. State your cover plan and your customer account number, this can be found on your welcome letter.



4. Our team will arrange to attend your property to investigate and make a repair.



5. Your boiler will be tested and left in good working order.



6. You're left with a warm home and plenty of hot water.



GOT A PROBLEM?
SELF HELP CHECK LIST

1

**DOES YOUR BOILER
HAVE POWER?**

Check your boiler has not been switched off by mistake. Check you have not suffered a power cut or that your fuse board hasn't tripped a switch.

2

**ARE YOUR CONTROLS
TURNED ON?**

If you have had a power cut sometimes controls can return to the factory settings, check controls are set correctly.

3

**DOES YOUR BOILER
NEED TO BE RE-SET?**

Is your boiler flashing a fault code? Try pressing the reset button and monitor the operation. Do not reset the boiler more than three times. This may just keep you warm until our engineers arrive.

4

**HAS YOUR BOILER LOST
SYSTEM PRESSURE?**

Check the boiler pressure gauge, usually located on the front or base of the boiler it should be set between 1 & 2 bar. If it is reading zero this could be the problem. Our engineers should be able to assist over the phone to resolve this.

5

**DO YOUR RADIATORS
NEED BLEEDING?**

Air in your radiators can cause all kinds of problems, bleed your radiators starting with the radiator at the lowest point.

Check your boiler pressure upon completion.

6

**DEAD
BATTERIES?**

Some room thermostats can have AA batteries in, they might need to be replaced.

“This is a local company that has a good reputation and certainly deserves it.”

TIM IN HONITON

“Did a fantastic job, finished to a high standard with customer satisfaction to boot. Came very highly recommended and did not disappoint”

SAM IN EXETER

“Excellent service. They sorted out the problem I had with the boiler very quickly and efficiently”

MARK IN TAUNTON

“Efficient and friendly whose fast service fixed our boiler in no time”

TONY IN HONITON



**Checka
trade**



TERMS & CONDITIONS

1. OUR TERMS

1.1 What these terms cover:

These are the terms and conditions on which we provide you with your Warmcover Plan.

1.2 Why you should read them:

Please read these terms carefully before you submit your application form to us. These forms tell you who we are, how we will provide Warmcover and other services to you, how you or we may change or end the contract, what to do if there is a problem and other important information. If you think there is a mistake in these terms please contact us to discuss.

2. INFORMATION ON US AND HOW TO CONTACT US

2.1 Who we are:

We are Synergi SW Ltd a company registered in England and Wales. Our company registration number is 9147932 and our registered office is Spurtham Farm, Upottery, Honiton, Devon EX14 9QD Our registered VAT number is 194195771

2.2 How to contact us:

You can contact us by telephoning our Customer service team on 01404 234363 or by writing to us at Synergi SW Ltd, Spurtham Farm, Upottery, Devon, EX14 9QD. For urgent works required out of hours please contact us on 01404 234363 where you will be transferred accordingly.

2.3 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 or postal address you provided to us in your application.

2.4 "Writing" includes emails:

When we use the words writing' or 'written' in these terms, this includes emails.

3. DEFINITIONS USED IN THESE TERMS

3.1 Abortive call:

Means a pre-planned visit to your home from one of our

engineers could not take place due to reasons outside of our control or we could not gain access to your home. Please see clauses 4.1 – 4.10 (inclusive) for more information.

3.2 Empty Property:

Means when your Home has not been lived in for more than 30 days in a row. Lived in means slept in frequently.

3.3 Flue/Chimney:

Means a duct, pipe or opening for conveying exhaust gases from a fireplace, furnace, water heater, boiler or generator to the outdoors.

3.4 Home:

This is your place of residence being your private domestic dwelling and any covered garage as specified in your application form. The cover you have with is property specific to the term of the address on the application form. In the event that you change address during the term you will need to contact us (in accordance with Clause 17).

3.5 Gas/ Wet Central Heating System (often referred to as 'system' in this document).

Means the central heating and hot water system in your home. This includes pipes which connect components of the system but not drainage supplies or domestic hot or cold-water pipework. This does not include any non-domestic heating or hot water systems or any form of solar heating.

3.6 Geographical Limits:

Means the East Devon & South Somerset areas mainly also including surrounding areas.

3.7 Initial Survey:

Our visit to you after receipt of your application is to ensure that your boiler and system is suitable for our Warmcover products.

3.8 Our Website:

Means: www.synergisw.co.uk

3.9 Out of Hours:

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Means outside of our normal office hours of 8am – 5pm Monday to Friday.

3.10 Power flush:

Means a technique used to clear sludge from central heating system pipes, radiators, coils and heat exchangers.

3.11 Term:

Means a 12 month period commencing on the date your contract starts in accordance with clause 4.3.

3.12 Thermostatic Radiator Valve:

Means a thermostatic radiator valve (TRV), this is fitted to a hot water heating system radiator, to control the temperature of a room by changing the flow of hot water to the radiator.

3.13 Turbidity Test:

Means a test on the central heating fluid from the radiators or boiler, to determine the cloudiness or haziness of the fluid caused by suspended solids that are usually invisible to the naked eye (eg. 'sludge' or 'magnetite'). This test is important when trying to determine the quality of the water.

3.14 Vented / Unvented Hot Water Cylinder:

Means a vented cylinder which is usually fed from a tank in the loft space known as a 'header cistern'. It is known as vented due to an 'open vent pipe' from the system to discharge back into header cistern in the event of over-heating.

A vented cylinder will be identifiable to the user by:

Header cistern (tank) in the loft. Lower water pressure on the hot tap in comparison to the cold. An unvented cylinder will be fed from the mains incoming water as opposed to a tank in the loft.

Unvented cylinders can be identifiable by:

White / grey solid plastic jacket on the outside. High hot water pressure.

4. OUR CONTRACT WITH YOU

4.1. How we deal with your application:

On receipt of your application we will arrange for one of our engineers to carry out an initial survey at your home.

4.2 How we will accept your application:

Our acceptance of your application will take place when the engineer carrying out the initial service and survey confirms with you that that your boiler or heating system meets our criteria and we are able to accept you as a Warmcover customer.

In the event that we are unable to accept your application following our initial service and survey there will be a charge to you. This will be the cost of a standard service and we will raise an invoice for this accordingly.

4.3 When will my contract start:

Once the initial survey has been carried out our engineer will discuss with you how you want to pay for the Warmcover Plan. A contract will come into existence between you and us. If you are paying a one-off amount upfront on receipt by us of the payment from you: or if you are paying by direct debit, on receipt by us of the direct debit instruction form. We will not be able to enter into a contract with you and provide confirmation to you until we have received a signed copy of the cover schedule identifying which Warmcover Plan product you have chosen together with your payment details (as outlined above). On receipt of the signed schedule and payment details you will receive from us a Warmcover Plan welcome pack.

4.4 If we cannot accept your application:

We may not be able to accept your application in circumstances where there are unexpected limits on our resources which we could not reasonably plan for in which case, we will inform you of this in writing and where possible explain the reasons why we are unable to accept your application. There may also be circumstances where the parts would not be readily available to us as the spare parts are obsolete in which case, we may only be able to accept your application if you replace your boiler.

4.5 Your customer number:

We will assign a customer number to your application and tell you what it is when we accept your application. It will us if you can tell us the customer number whenever you contact us about your Warmcover Plan Product.

4.6 Who will your contract be with:

Our contract will be with you as the individual who submitted the application and as the individual who is named on and has signed the cover schedule and no-one other than you

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can benefit from this contract.

4.7 We only provide services with our Geographical limits.

Our brochure and marketing material is solely for the promotion of our services in our geographical limits. Our geographical limits will be considered prior to undertaking your initial survey and service. Unfortunately, at our discretion we will not accept applications from addresses outside our geographical limits.

4.8 What are the conditions for accessing your home:

We will only enter your home to carry out the works required if there is someone aged 18 or older present at all times during our visit. It is your responsibility as the contract holder to ensure our engineers have access to your home on pre-planned visits.

4.9 What if you are unable to access my Home:

If the visit is pre-planned and we are unable to access your home we will be unable to provide the services to you and you will need to arrange another appointment with us. If you fail to arrange a further appointment your contract will continue without any breach on our part.

4.10 What if you are unable to access my home on more than one occasion?

If we undertake three failed attempts to access your home and we are unable to access your home for reasons other than as a result of our own actions we reserve the right to charge an abortive call of an amount equivalent to half an hour (on our hourly rate charge as set out in clause 5.6 or as amended from time to time). We also reserve the right to terminate our contract with you in accordance with clause 12.

5.0 OUR PRODUCT/SERVICES WITH YOU

5.1 What are the Warmcover Plans

The Warmcover Plan you choose will determine what is included and what services we provide to you. The Warmcover Plan chosen will be as detailed on your application form and cover schedule.

5.2 What is included in your Warmcover Plan Product:

5.2.1 All Warmcover Plan Products will provide:

(a) A service of your boiler and system health check. This will

include a Turbidity test to determine the water condition inside the system. (b) A maximum of 5 call outs for different faults per year to carry out repair work to parts of the boiler and system covered by your Warmcover Plan. (c) Priority service every day of the year, including weekends and public bank holidays. In adverse conditions or at times of high demand it is our policy to provide services to the vulnerable first where possible. (d) Advice from fully-qualified and Gas Safe registered engineers during a repair visit or service.

5.3 I am on a Warmcover Plan what is not covered

5.3.1 The following are not covered under Warmcover Plans

Replacing parts where our engineer determines that it is beyond economical repair or that the parts required are obsolete. Removing sludge or hard water scale from the boiler or system (Power Flushing is not included in our products but can be provided and charged for as a separate service) Replacing your boiler. Repairing or replacing flues that are not part of your boiler. Repairing or replacing parts controls that are specifically designed for piped or electric under floor heating (including warm-air systems). Boiler-mate or similar external products such as system filter replacement, de-scalers and air- eliminating devices. Replacement and repair of concealed, buried or unreasonably covered pipework. Builders or reinstatement works associated with your Warmcover plan product services. Replacement of vented or unvented hot water cylinders and controls (see clause 5.5.2 below). Call outs due to operator error.

5.4 Radiators (Warmcover Plan 2 & 4 only):

5.4.1. We will use reasonable endeavours to keep your systems well maintained and clean:

If during the term your radiator leaks or become blocked and are unable to unblock it, we will fit a replacement radiator.

5.4.2. If we replace your radiator in accordance with clause

5.4.1. we will where possible,

replace it on a like for like basis in respect of design and heat output: Where the radiator which is being replaced was a bespoke or decorative design (i.e. column - towel rail etc) it will be replaced with a standard radiator at the correct output for the room. Where you require a replacement decorative radiator, we will discuss the price with you and the amount you will need to contribute.

5.5 Hot Water Cylinders (Warmcover Plan 2 & 4 only)

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5.5.1 Warmcover Plan 2 & 4 cover your Hot Water Cylinder breaking down, loss of hot water or repairable water leak.

5.5.2 In the event that your Hot Water Cylinder leaks and is in our opinion beyond economical repair a new replacement will be required. We will assess what is required and provide a quote to complete the work which is not covered by your Warmcover Plan, this will include a discount of £100 towards a new cylinder (as detailed in clause 5.6 below)

5.6 Discounts on standard products and services

In addition to the services outlined above, by being a Warmcover customer you will be entitled to a discount of 10% on our standard products and services. The discounts will be applied at the time of invoice.

5.7 When will discounts be available to me:

The discounts listed in clause 5.6 above will only be available on a like-for-like replacement. We cannot offer discounts on system upgrades (i.e. a vented hot water cylinder to an unvented hot water cylinder).

6. GENERAL EXCLUSIONS

6.1 The following are excluded from our Warmcover Plan products or the services we will provide to you as a Warmcover customer and we will not be responsible or liable in respect of:

6.1.1 Existing Faults and Design Faults:

Including but not limited to the costs of repairs resulting from design faults or faults which are existing in connection with your boiler and water system unless the faults have occurred as a result of our negligent actions.

6.1.2 Third Party and accidental damage:

including but not limited to the costs of repairs relating to damage caused by you or someone else.

6.1.3 Indirect losses or damage caused by the breakdown:

Unless we are responsible for it, we will not include loss or damage to your home (including any cleaning needed) or any other type of loss caused by the boiler or system covered by the Warmcover Product breaking down or leaking (for example damage to furniture caused by water leaks).

6.1.4 Normal insured risks:

Including but not limited to the cost of repairing faults or damage caused by freezing weather conditions, subsidence,

structure repairs, accident, fire, lightning, explosion, flood earthquake or storm. You should check your household insurance to make sure you have enough cover for these risks.

6.1.5 Replacing appliances other than those specified in your Warmcover Plan Product (i.e. bathroom fixtures, showers and sanitary ware.

6.1.6 Improvements and Cosmetic damage:

Including work that is needed to bring your system up to current standards and improvements such as system upgrades.

6.1.7 Deliberate damage or misuse.

6.1.8 Appliances that have been added to the heating system by a third-party contractor.

6.1.9 Resetting controls (for example: Thermostats and programmers following change due to winter or summer

6.1.10 Repairing faults or clearing physical blockages:

(Blockage such as debris, 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.

6.1.11 Removing asbestos associated with repairing the appliance or system.

When you have had any asbestos removed you must give us a clean-up certificate before we will do any further work at your home. By law the person who removes the asbestos must give you a clean-air certificate.

6.1.12 Repairing or replacing any lead or steel central heating pipes.

6.1.13 The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas electricity or water services.

6.1.14 Commencing and/or continuing services where we reasonably consider that there is a health and safety risk including:

The presence of hazardous materials, infestations or harassment of our personnel. We will not recommence work until the health and safety risk has been rectified to our satisfaction. **6.1.15 Repairs:** (such as to your heat exchanger) that are required due to the build-up of sludge or other debris, power flushing or similar cleaning procedure is required in

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a timely manner. **6.1.16 A request for a repair which occurs outside of the term or during the term where the home is deemed to be an empty property.**

7.0 YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Warmcover Plan Product you have chosen, please contact us. We will let you know if the to the price of the product and when this will be applied or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish or the consequence of making the change is unacceptable to you, you may want to end the contract (see clause 10. Your rights to end the contract).

8. OUR RIGHTS TO MAKE CHANGES

8.1 Minor changed to the services. We may change our products or services.

8.1.1. To reflect the changed in relevant laws and regulatory requirements; and

8.1.2 To implement minor adjustments and improvements.

These changes will not affect the services provided to you.

8.2 More significant changed to our products/services and these terms:

In addition, we may make changes to your product but if we do and we consider these to be significant or likely to have detrimental effect on the service to be provided to you we will notify you.

8.3 Changes to Pricing.

We may amend the prices of our products or services from time to time. However, any changes to our pricing, products or discounted rates after the start of your contract in accordance with clause 4.3 will be notified to you in advance of the proposed changes taking effect.

9. PROVIDING THE PRODUCTS AND SERVICES

9.1 How long will you provide the Warmcover Plan Products to me for?

We will supply the Warmcover Plan until the term expires or you end the contract as described in Clause 10 or we end the contract by written notice to you as described in Clause 12.

9.2 How can I renew my Warmcover Plan Product?

We will write to you up to three months before the expiry of

the term to arrange your boiler service. If you pay by direct debit your contract with us will automatically renew unless you notify us that you want to end the contract as described in Clause 10 or we end the contract by written notice to you as described in Clause 12

9.3 We are not responsible for delays outside our control

If our service to you under our Warmcover Plan is delayed by any event outside our control, then we will contact you as soon as possible to let you know and we will not be liable for delays caused by the event.

9.4 What will happen if you do not give required information to us:

We may need certain information from you so that we can supply the products to you, for example details in respect of your boiler and system history. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect or false information, we may either end the contract (and Clause 12.2 will apply or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing services late, if this is caused by you not giving us the information we need, within a reasonable time frame of us asking for it.

9.5 What happens if I do not follow your safety advice?

Our engineers may advise you from time to time permanent repairs or improvements are needed to ensure your system works safely and complies with regulations in place at the time. If you do not follow this advice, we may be unable to provide you with the services under your Warmcover Plan product until this work has been carried out. Your contract will continue to run for the remainder of the Term unless you cancel the contract in accordance with Clause 10 and 11 or we cancel the contract in accordance with Clause 12.

10. YOUR RIGHTS TO END THE CONTRACT

10.1 You can always end your contract with us:

Your rights when you end the contract will depend on how we are performing and when you decide to end the contract.

10.1.1 If you want to end the contract because of something we have done or have told you we are going to do: See clause 10.2 **10.1.2 If you have changed your mind about the**

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Warmcover Plan Product see clause 10.3.

You may be able to get a refund if you are within the cooling-off period but this may be subjected to deductions.

10.2 Ending the contract because of something we have done or are going to do.

If you are ending a contract for a reason set out at 10.2.1 to 10.2.4 below, the contract will end immediately and we will refund you for the remainder of the Term. The reasons are:

10.2.1 We have told you about an upcoming significant change to the Warmcover Plan Product these terms which you do not agree to (see Clause 8.2). **10.2.2** We have told you about an error in the price or description of the Warmcover Plan Product you have ordered and you do not wish to proceed. **10.2.3** There is a risk that supply of the services in respect of the Warmcover Plan Product may be significantly delayed because of events outside our control. **10.2.4** You have a legal right to end the contract because of something we have done wrong.

10.3 Exercising your right to change your mind (Consumer Contracts Regulation 2013):

Where you have entered into a contract with us off premise you have a legal right to change your mind within 14 days (the cooling-off period) and receive a refund.

10.4 Ending the contract where we are not at fault and there is no right to change your mind:

Even if we are not at fault and you do not have a right to change your mind (see Clause 10.1) you can still end the contract before expiry of the term, but you may have to pay us compensation. If you want end a contract before expiry of the term where we are not at fault and you have not changed your mind just contact us to let us know. The contract will end at the end of the month in which we are notified of your wish to cancel. We will refund you for the remaining months that are left in respect of the Term. If we have carried out any work under your Warmcover Plan Product prior to you ending this contract we will charge a cancellation fee to cover the cost of the services provided to you up to a maximum of £200 (cancellation Fee) if you pay for your Warmcover Plan Product by direct debit there will be an administration charge of £10 for cancellation of your direct debit in addition to the cancellation fee.

11. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU

HAVE CHANGED YOUR MIND)

11.1. Tell us you want to end the contract: To end the contract with us, please let us know by doing one of the following:

11.1.1 Phone or email: Call customer services on 01404 234363 or email at info@synergisw.co.uk Please provide your name, home address, details of your customer number and where available your phone number and email address. **11.1.2** By Post: Simply write to us at our address including details of your customer number and your name and address.

11.2 How we will refund you:

We will refund you by the method you used for payment. However, we may make deductions from the price, if a cancellation fee is due.

11.3 When your refund will be made:

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind in accordance with Clause 10.3

12. OUR RIGHTS TO END THE CONTRACT

12.1 We may end the contract if you break it.

We may end the contract at any time by writing to you if:

12.1.1 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. **12.1.2** You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services to you under your Warmcover Plan Product. **12.1.3** You do not, within a reasonable time, allow us access to your Home to supply the services or there have been three abortive calls. **12.1.4** You provide us with false information **12.1.5** You move from your Home and on carrying out an inspection survey at the new home we inform you that we are unable to continue to provide you with the Warmcover Plan Product. **12.1.6** You move from your home and fail to notify us of your address in accordance with Clause 17 **12.1.7** Your boiler or system has a pre-existing fault. **12.1.8** Despite our efforts we are unable to find spare parts for your boiler/system. **12.1.9** We deem your home to be an unfit or unsafe environment for our engineers. **12.1.10** If we have advised that permanent repairs or improvements are needed to make sure your boiler or system works properly and you do not follow our advice within a reasonable period

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of time. This may include advising you to replace your boiler or system.

12.2 You must compensate us if you break the contract:

If we end the contract in the situations set out in Clause 12.1 we will refund any money you have paid for the remainder of the term subject to any cancellation fees which apply in respect of services provided.

12.3 We may withdraw the Warmcover Plan Products:

We may write to you to let you know that we are going to stop providing the product. We will let you know at least 30 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

13. IF THERE IS A PROBLEM

13.1. How to tell us about problems:

If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01404 234363 or write to us at info@synergisw.co.uk or by post to our address.

13.2 How we deal with your problems:

We deal with your problems very seriously and have a thorough procedure in place. Any complaints received are logged on our system and you will be contacted and informed about the next steps and we will carry out, as far as reasonably possible, a full investigation to reach a resolution with you.

13.3 Gas leaks should always be reported to the Gas Transporter on 0800 111 999:

14. PRICE AND PAYMENT

14.1 Where to find the price for the product:

The price of the Warmcover Plan Product will be as detailed in your application and cover schedule. The prices of other services provided by us which are outside of your Warmcover Plan Product will be as detailed on our website from time to time or as otherwise notified to you.

14.2 When you must pay and how you must pay:

We accept payment with all major credit and debit cards except American Express as payment for your Warmcover

Plan. Product will be due yearly on the anniversary of our contract by debit card, credit card or direct debit. If you have opted to pay on a monthly basis by direct debit, we will collect the payment on or around the date you have chosen.

14.3 We can charge a late payment fee if you pay late:

If you do not make any payment to us by the due date, we may charge you a late payment fee of £10 for each month the payment remains outstanding. You must pay this late payment fee together with any overdue amount.

14.4 What to do if you think an invoice is wrong:

If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay the late payment fee until the dispute is resolved. Once the dispute is resolved we will charge you the late payment fee in accordance with clause 14.3

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1 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 contract 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 contract was made, both we and you knew it might happen for example, if you discussed it with us during the sales process.

15.2 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.

15.3 When we are liable for damage to your home:

If we are providing services in your home, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your home that we discover while providing the services.

15.4 We are not liable for business losses:

We only supply our Warmcover Plan Products and services

TERMS & CONDITIONS

in connection with this for domestic and private use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 How we will use your personal information:

We will use the personal information you provide to us:

16.1.1 To supply the Warmcover Plan Product services to you.

16.1.2 To process your payments; **16.1.3** If you agreed to this during the application process to give you information about similar products and services that we provide, but you may stop receiving this at any time by contacting us.

16.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

17. OTHER IMPORTANT TERMS

17.1 Change of address:

If you move from your home to a new address you should contact us as soon as possible to notify us of this change. We will need to carry out an Inspection survey of your new home at a cost of £78 (inclusive of VAT) to confirm if your contract with us can transfer to your new home, or if we need to enter into a new contract with you. If your boiler or heating system is not approved and we are unable to continue to provide you with our Warmcover Plan Product we will need you to cancel the agreement with you under clause 12.1

17.2 We may transfer this agreement to someone else:

We may transfer our rights and obligations under these terms to another organisation. Where reasonably possible we will always tell you in writing if this happens or contact you to let you know if we plan to do this.

17.3 You need our consent to transfer your rights to someone else:

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

17.4 Nobody else has any rights under this contract:

This contract 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 contract or make any changes to these terms.

17.5 If a court finds part of this contract illegal, the rest will continue in force:

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.6 Even if we delay in enforcing this contract, 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 contract, 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 Warmcover Plan Product, we can still require you to make the payment at a later date.

17.7 Which laws apply to this contract and where you may bring legal proceedings:

These are governed by English law and you can bring legal proceedings in respect of the products in the English courts.



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