HEY HomeSaver Terms and Conditions

Service and maintenance plans for gas, LPG and oil boilers

Version 1.3 · 27 October 2026 · Provided by Hey Homes Group Ltd (company number 14649881), trading as HEY

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PLACING AN ORDER. We particularly draw your attention to: what HomeSaver is, and that this is not an insurance policy (section 2); what is included, the per-visit and annual parts caps and the oil repair-visit limit (section 3); boiler age limits and who can join (section 3); our working hours, and that out-of-hours (OOH) emergency attendance is optional, not included in your plan and charged at rates quoted and agreed by telephone triage before dispatch (section 3); what isn't included, including the HomeSaver 2 – Everyday exclusions (section 3); that the Day-1 Service is your qualifying initial Inspection and pre-existing faults are excluded (sections 3.10 and 4); our authority to charge your stored card via Stripe for the Day-1 discount clawback and any early-termination balance (sections 3.10, 5 and 6); the 12-month minimum term and automatic renewal (section 6); missed payments (section 11); price changes (section 10); and the limits on our liability (section 12).

1. About us and how to contact us

Who we are. We are Hey Homes Group Ltd, a company registered in England and Wales with company number 14649881, whose registered office is at Sunrise House, Hulley Road, Macclesfield, England, SK10 2LP. We trade as **HEY** (“Home Solved”). Our VAT number is [VAT Number TBC]. Gas and LPG work is carried out by Gas Safe registered engineers (Gas Safe Registration No: 986549), and oil work by OFTEC-trained engineers (no OFTEC number displayed), all employed by us.

Any reference to ‘we’, ‘us’ or ‘our’ in these terms is to Hey Homes Group Ltd, trading as HEY, and any reference to ‘you’ or ‘your’ is to the person placing an order.

How to contact us. You can call us on [01625 XXX XXX] (8:00am to 5:00pm, Monday to Friday (excluding bank holidays)), email us at info@heyhomes.co.uk, use the contact form at https://www.heyhomes.co.uk/contact, or write to us at Hey Homes Group Ltd, Sunrise House, Hulley Road, Macclesfield, England, SK10 2LP. Complaints can also be sent to complaints@heyhomes.co.uk (see section 14).

How we may contact you. If we need to contact you, we’ll do so by telephone or by writing to the email or postal address you provided in your order. When we use the words ‘writing’ or ‘written’ in these terms, this includes emails.

Language. These terms are made available only in the English language.

Your copy. We email you a copy of these terms and our HomeSaver Key Facts with your order confirmation. Please save or print a copy for your records.

Where to find information about us and our services. You can find everything you need to know about us and our services on our website before you order, including our HomeSaver Key Facts (https://www.heyhomes.co.uk/homesaver/key-facts). We also confirm the key information to you in writing before and/or after you order. Your use of our website is governed by our Website Terms of Use (https://www.heyhomes.co.uk/terms).

2. What HomeSaver is: a service and maintenance plan (this is not an insurance policy)

HomeSaver is a **service and maintenance plan**. For a fixed monthly price, we service and maintain your boiler and carry out the included repairs ourselves, in working hours, using engineers we

employ. Our engineers do the work: we do not pay money to you or to anyone else when something goes wrong.

HomeSaver is a service and maintenance plan — this is not an insurance policy and is not regulated by the Financial Conduct Authority (FCA). It is a contract for services between you and us. Your rights under it come from these terms and from consumer law, including the Consumer Rights Act 2015.

HomeSaver plan prices include VAT at the standard rate (currently 20%).

3. Your HomeSaver plan

3.1 Plans and monthly prices

Prices depend on your fuel and the plan you choose. All prices are per month and include VAT.

We offer two HomeSaver plans: **HomeSaver 1 – Essentials** and **HomeSaver 2 – Everyday**.

Fuel	HomeSaver 1 – Essentials	HomeSaver 2 – Everyday
Gas	£18	£25
LPG	£20	£28
Oil	£49	£57
Per-visit parts cap (each repair visit, all fuels; parts valued at Wolseley trade cost inclusive of VAT)	up to £150	up to £200
Annual parts cap (per plan year, all fuels; parts valued at Wolseley trade cost inclusive of VAT)	up to £300	up to £400

3.2 What every plan includes

- Your annual boiler service.
- Repair visits (callouts) in working hours with no call-out charge, including labour and parts up to the per-visit and annual parts caps for your plan (see 3.3). Oil plans have a limit on the number of repair visits (see 3.4).
- Annual boiler service reminders sent automatically by SMS and email at 6 weeks, 4 weeks and 2 weeks before your service is due (with a booking link), followed by an outbound phone call from our office if your service remains unbooked by its due date.

When we carry out your annual service (Spring/Summer Service Window & Day-1 Promotional Service Offer). Customers joining HomeSaver without paying for a Day-1 winter service have their included annual plan service scheduled during our spring and summer service window, **April to September**, so that our autumn and winter diary (October to March) is kept for heating and hot water repair visits. If you take our Day-1 Promotional Service Offer when joining a 12-month HomeSaver plan (**Mains Gas £75 incl. VAT** saving £45 off £120, **LPG £90 incl. VAT** saving £45 off £135, or **Oil (OFTEC) £195 incl. VAT** saving £55 off £250 including a new brass nozzle & filter; see section 3.10), we carry out that paid promotional service on Day 1 and schedule your next annual plan service around its 12-month anniversary. We send you automated SMS and email reminders with a booking link at 6 weeks, 4 weeks and 2 weeks before your service is due, and our office will call you if your

service is still unbooked by its due date, to agree a date in our working hours. This doesn't affect repair visits, which we book all year round (see 3.6).

What each plan is for: **HomeSaver 1 – Essentials** includes your annual boiler service and repairs to your boiler and its controls. **HomeSaver 2 – Everyday** includes your annual boiler service and repairs to your boiler, your standard central heating programmer/room thermostat, motorised zone/diverter valves, central heating circulating pump, expansion vessel and pressure relief components on the sealed heating circuit, and standard wet central heating radiators and radiator valves (TRVs/lockshields) on the primary heating circuit. **Not included in either plan (unless expressly added to your Plan Schedule in writing):** all domestic cold and hot water plumbing pipework, taps, showers, toilets, cold water storage tanks, vented and unvented hot water cylinders, unvented cylinder (G3) controls and valves, immersion heaters, underfloor heating manifolds, actuators and pipework, decorative, designer or curved towel radiators, third-party smart-home hubs and internet bridges, system powerflushing, chemical desludging and scale or sludge blockages, and drains. Your Plan Schedule is the summary of your plan in your 'welcome to HomeSaver' email. Full details of the included repairs are on our website and in the HomeSaver Key Facts.

3.3 Parts limits (per-visit and annual caps)

Your plan includes **£150 / £200 per visit (and £300 / £400 per plan year) of parts valued at Wolseley trade cost inclusive of VAT**. Specifically, the most we pay towards parts on any one repair visit (the **per-visit parts cap**) is **£150** on **HomeSaver 1 – Essentials** and **£200** on **HomeSaver 2 – Everyday**. In addition, the most we pay towards parts across all repair visits in any one plan year (the **annual parts cap**) is **£300 per plan year** on **HomeSaver 1 – Essentials** and **£400 per plan year** on **HomeSaver 2 – Everyday**.

How parts are valued against your caps. Parts are counted against your per-visit and annual parts caps at **Wolseley trade cost inclusive of VAT**: that is, the price we pay our parts supplier, Wolseley, for the part, plus VAT at 20%. They are not counted at retail price.

Parts above your caps. If a repair needs parts valued at more than your per-visit parts cap, or would take you over your annual parts cap, we will tell you the extra cost first, inclusive of VAT, before we fit them. Any excess parts above the cap are charged at **Wolseley trade cost with 0% markup, inclusive of VAT**, and only if you agree to go ahead and pay the difference.

3.4 Oil plans: repair visits

Oil plans include your annual service **plus 2 repair visits in each plan year**. Your annual service doesn't count as a repair visit. From the third repair visit in a plan year, each extra repair visit is charged at **£72 including VAT**. We'll always tell you before we book a visit that will be charged. The per-visit and annual parts caps for your plan apply across your repair visits in that plan year. A 'plan year' is each 12-month period starting on your Plan Start Date (see section 4), and the count starts again at the beginning of each plan year.

3.5 Who can join: boilers and properties

- **Boiler age.** HomeSaver plans are for gas and LPG boilers **up to 15 years old** and oil boilers **up to 10 years old**, when you join and at each renewal. We may ask you to confirm your boiler's age when you order, and we check it at the first visit. If your boiler will be over the age limit at your next renewal date, we'll tell you in your renewal reminder, your plan will end at the end of the current term and won't renew, and you can still book servicing and repairs with us at our one-off prices. Your plan won't end part-way through a term because your boiler passes the age limit.
- **Domestic properties only.** HomeSaver is for homes in our service area across Macclesfield, East Cheshire, Stockport South & High Peak (`SK10, SK11, SK12, SK9, SK8, CW12, SK17, SK23, WA16, CW4` — see https://www.heyhomes.co.uk/areas). It isn't available for commercial premises.

- **Homeowners and private landlords.** Homeowners can join, and so can private landlords who agree to these terms. A landlord is responsible for arranging access with their tenants and for passing on any safety information we give. HomeSaver isn't available to commercial letting agents, estate agents or housing associations.
- **Landlord gas safety checks.** A landlord gas safety check and record (CP12) is not included in a HomeSaver plan. It can be added to a plan, or booked as a one-off, for **£120 including VAT** per check.

3.6 Working hours and optional chargeable out-of-hours (OOH) emergency attendance

Standard HomeSaver plan visits (your annual service and included repair visits) are carried out during our normal working hours, 8:00am to 5:00pm, Monday to Friday (excluding bank holidays); 'bank holidays' means England and Wales bank holidays. We book repair visits as soon as we reasonably can in working hours, but we don't promise a set response time.

Out-of-hours (OOH) emergency attendance. Out-of-hours emergency attendance (outside Monday–Friday, 8:00am–5:00pm, excluding England & Wales bank holidays) is optional, subject to on-call engineer availability, not included in your plan, and charged at our Out-of-Hours emergency call-out and hourly rates quoted to you and agreed by telephone triage before an engineer is dispatched. This applies whether or not you have a HomeSaver plan, and we confirm the agreed out-of-hours charge to you by text or email before the engineer sets off. Any parts needed are quoted to you first, inclusive of VAT, before we fit them. OOH attendance isn't guaranteed and we don't promise a set out-of-hours response time.

If you smell gas, call the National Gas Emergency Service on 0800 111 999.

3.7 What isn't included

- Out-of-hours emergency attendance (outside Monday–Friday, 8:00am–5:00pm, and on England & Wales bank holidays), which is optional and charged at our out-of-hours rates quoted to you and agreed by telephone triage before an engineer is dispatched (see 3.6).
- Plumbing and heating items outside both plans (unless expressly added to your Plan Schedule in writing): all domestic cold and hot water plumbing pipework, taps, showers, toilets, cold water storage tanks, vented and unvented hot water cylinders, unvented cylinder (G3) controls and valves, immersion heaters, underfloor heating manifolds, actuators and pipework, decorative, designer or curved towel radiators, third-party smart-home hubs and internet bridges, system powerflushing, chemical desludging and scale or sludge blockages, and drains. This includes stopcocks and water supply pipes (see 3.2).
- Faults, defects or damage that existed before your Plan Start Date (see section 4).
- Making good and cosmetic work after any visit (see section 4).
- A replacement boiler or other appliance, or repairs that are beyond economical repair (see section 4). HomeSaver plans don't include any contribution towards the cost of a replacement.
- Parts above your plan's per-visit or annual parts cap, unless you agree to pay the difference (charged at Wolseley trade cost with 0% markup, inclusive of VAT, quoted to you first).
- Repair visits on oil plans from the third in a plan year, which are charged at £72 including VAT each.
- A landlord gas safety check and record (CP12), unless you have added it to your plan.
- Faults caused by misuse, accidental damage, or work by someone other than us, and repeated visits where no fault is found after we've given you guidance (see section 11).
- Anything outside the scope of the plan you have chosen (see 3.2).

3.8 Work outside your plan

Work that isn't included in your plan, and one-off repair (callout) visits in our working hours, are charged at **£120 including VAT per hour** (out-of-hours emergency attendance is charged at our out-

of-hours rates quoted and agreed by telephone triage before dispatch, see section 3.6). A one-off boiler service is charged at the fixed price shown on our website (www.heyhomes.co.uk/prices). We'll always tell you the price, and get your agreement, before we start.

3.9 Plans with other providers

Service or maintenance plans held with any other provider do not automatically move across to HEY, and these terms don't transfer any third-party plans. If you had a plan with another provider and would like a HomeSaver plan, you can sign up with us under these terms.

3.10 Day-1 service offer when you join

If you join a 12-month HomeSaver plan, you can choose to have a boiler service carried out on the day you join (**Day 1**) at a promotional price (the **Day-1 Service**). The promotional price is only available because you are joining a 12-month plan. **The Day-1 Service acts as your qualifying initial Inspection under section 4.4** (our **Day-1 Service & Safety Inspection**). Your 12-month HomeSaver agreement and your recurring card payment authority via Stripe (the debit or credit card you set up as a new card on Day 1) are set up on Day 1, and **Month 1 of 12 is charged on Day 1**. **Ongoing breakdown and repair eligibility under your plan begins immediately once your boiler and heating system pass the Day-1 Service & Safety Inspection**, and that day is your Plan Start Date (section 4.5). **Any pre-existing fault or repair identified before or during the Day-1 Service & Inspection is outside plan scope** and is quoted separately at our standard rates before any work is carried out (section 4.6). If your boiler or system doesn't pass, repair eligibility doesn't begin (and we refund Month 1 if it has been charged) until the required work is completed and we confirm your Plan Start Date in writing; if you decide not to go ahead, we cancel your plan and the Day-1 Service is charged at the standard one-off service price shown below.

Fuel	Day-1 Service price	Standard one-off service price	Promotional discount
Mains Gas	£75 incl. VAT	£120 incl. VAT	£45 incl. VAT
LPG	£90 incl. VAT	£135 incl. VAT	£45 incl. VAT
Oil (OFTEC) (including new brass nozzle & filter)	£195 incl. VAT	£250 incl. VAT	£55 incl. VAT

How you pay on Day 1. On Day 1 you pay the discounted promotional Day-1 Service fee (**£75 incl. VAT for Mains Gas, £90 incl. VAT for LPG, or £195 incl. VAT for Oil OFTEC**) via SumUp (or Stripe) on the day. We set up your 12-month HomeSaver agreement and your stored debit or credit card via Stripe in Commusoft on Day 1. **Month 1 of 12 is charged on Day 1**, and Months 2 to 12 are charged automatically each month to your stored debit or credit card via Stripe (see section 5). Breakdown and repair eligibility begins once your boiler and heating system pass the Day-1 Service & Safety Inspection (see above).

If you cancel or end your plan early: the discount becomes payable. Subject to 12-month minimum HomeSaver agreement. If cancelled before 12 monthly payments, the £45 (Gas/LPG) or £55 (Oil) promotional service discount off our standard one-off service price is payable. If you ask us to carry out the Day-1 Service during the cooling-off period, you expressly request that we start that Service before the cooling-off period ends (see section 7). If you then cancel your HomeSaver plan within the 14-day cooling-off period after the Day-1 Service has been carried out, or you end your plan before 12 monthly payments (the end of the 12-month Initial Term), the promotional discount (**£45 including VAT for Mains Gas or LPG, or £55 including VAT for Oil**) is clawed back. This means the balance up to the standard one-off service price (**£120 including VAT for Mains Gas, £135**

including VAT for LPG or £250 including VAT for Oil) becomes payable immediately. We will tell you the amount in writing, and we may deduct it from any refund we owe you. This amount reflects the standard price of the service you have already received under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. It is not charged if you end your plan because we have increased the price or made a significant change to it, suspended it for more than 30 days, been seriously delayed by events outside our control, or because there is something wrong with our service (see section 6). **Authority to charge your stored card.** If you cancel within the 14-day cooling-off period after receiving the Day-1 Service, or you cancel your plan or withdraw your payment authority before completing all 12 monthly payments after receiving a service or repair visit, you authorise us to charge your stored debit or credit card via Stripe (or, if that charge cannot be completed, to invoice you for payment within 7 days) for the £45 (Gas/LPG) or £55 (Oil) Day-1 promotional service discount clawback and any early-termination balance due under section 6. We tell you the amount, what it is for and the date we will take it in writing at least 3 working days before we charge your card. This authority is separate from your monthly payment authority; if you withdraw it, or the charge is declined, we invoice you instead and you must pay within 7 days of the invoice date (see sections 5 and 6).

4. Ordering and starting your plan

4.1 Our services

Our services include: (a) the HomeSaver service and maintenance plan that you purchase, as described in these terms, on our website and in your order confirmation (the **Service Plan**); (b) any inspection we carry out before the Service Plan starts (the **Inspection**); and (c) any repair work we agree with you following the Inspection but before the Service Plan starts (the **Repair Services**), together the **Services**.

4.2 When we accept your order

We contact you to confirm we've received your order. We will contact you again to confirm whether we have accepted your order. Acceptance will only take place once the Inspection has been completed and, where required, any agreed repairs have been carried out (and you have paid the relevant agreed costs), following which the Service Plan is able to start.

4.3 Sometimes we reject orders

Sometimes we reject orders, for example because your home is outside our service area, because your boiler is older than our age limits, because the property or customer isn't eligible (see 3.5), or because the Service was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

4.4 Inspection and Repair Services

Day-1 Service customers. If you take the Day-1 Service offer (section 3.10), the Day-1 Service acts as your qualifying initial Inspection under this section 4.4 (the **Day-1 Service & Safety Inspection**) and is paid for by the Day-1 Service fee. Any pre-existing fault or repair identified before or during it is outside plan scope and is quoted separately at our standard rates before any work is carried out.

These terms apply from the date that you place an order for the Services and receive written confirmation from us (the **Start Date**). The Inspection will be carried out on a date agreed with you following the Start Date. If you go ahead with the Service Plan, the cost of the Inspection is included in your Service Plan payments. If you choose not to go ahead, we may charge you for the Inspection at £120 including VAT per hour.

Where the Inspection identifies work which must be completed before the Service Plan can safely start, we may: (a) decline to activate the Service Plan unless that work is completed; and/or (b) offer

to carry out the Repair Services for an additional agreed charge. Any Repair Services will only be carried out once the scope of works and price have been agreed with you in writing. If you refuse the Repair Services, or we cannot agree the scope or price, we will cancel the Service Plan and may charge you for the Inspection.

4.5 Plan Start Date

The Service Plan will not start unless and until: (a) the Inspection has been completed; (b) any required Repair Services have been agreed and completed; and (c) we have confirmed in writing that the Service Plan is active (the **Plan Start Date**). We will send you a 'welcome to HomeSaver' email confirming your Plan Start Date. If you take the Day-1 Service offer, your Plan Start Date is Day 1, as soon as your boiler and heating system pass the Day-1 Service & Safety Inspection, and breakdown and repair eligibility begins immediately from then (section 3.10).

4.6 Faults that existed before your plan started

No repair visits, repairs or other maintenance under the Service Plan apply before the Plan Start Date. The Service Plan does not include repairs to faults, defects, damage, unsafe conditions or failures which existed before the Plan Start Date, whether or not they were apparent, reported, identified during the Inspection or found later.

4.7 Making good and cosmetic work

We are not responsible for reinstatement or cosmetic work following any Inspection, Repair Services or work carried out under the Service Plan. This includes (without limitation) plastering, decorating, painting, tiling, flooring, wallpaper and other wall finishes, joinery finishes, boxing-in, cabinetry, making good of surfaces or any similar remedial or decorative works.

4.8 Beyond economical repair

We may decide that an appliance, system or component is beyond economical repair where the estimated cost of repair (including labour, parts and associated costs) is more than 50% of its current replacement value. In that case we may decline to carry out the repair under the Service Plan and may instead recommend replacement. Any replacement costs are your responsibility. HomeSaver plans don't include any contribution towards the cost of a replacement.

4.9 LPG and oil plans

Service Plans for LPG fired or oil fired appliances cost more than the equivalent natural gas plans because of additional servicing requirements, specialist parts, increased safety obligations and longer service times. The prices for each fuel are set out in section 3.1 and are shown to you before you place your order.

5. Paying for your plan

Recurring card payment via Stripe. You pay for the Service Plan monthly by recurring debit or credit card, which Commusoft collects automatically through **Stripe** (Stripe Payments UK Ltd) on your monthly billing date using the debit or credit card you authorise when your contract is set up (or any replacement card you later store on your contract). By providing your debit or credit card details, you authorise us (via Commusoft and Stripe) to charge each monthly Service Plan instalment automatically as it falls due.

Day-1 Service offer. If you take the Day-1 Service offer (section 3.10), you pay the discounted promotional Day-1 Service fee (£75 / £90 / £195 incl. VAT) on Day 1 via SumUp card reader (or Stripe). Your 12-month HomeSaver agreement and your stored debit or credit card are set up on Day 1 via Stripe in Commusoft, **Month 1 of 12 is charged on Day 1**, and Months 2 to 12 are charged

automatically each month to your stored debit or credit card via Stripe. Breakdown and repair eligibility begins once your boiler and heating system pass the Day-1 Service & Safety Inspection (sections 3.10 and 4.5).

You can withdraw your card payment authority. You can withdraw your authority for future recurring card payments at any time by telling us (by phone or in writing) or your card issuer, no later than the end of the business day before the next payment is due (Payment Services Regulations 2017, regulations 67(3) and 83). Withdrawing your payment authority doesn't by itself end your HomeSaver plan or your liability for sums properly due under these terms; to end your plan, see sections 6 and 7.

Early cancellation charges: authority to charge your stored card. If you cancel within the 14-day cooling-off period after receiving the Day-1 Service, or you cancel your plan or withdraw your payment authority before completing all 12 monthly payments after receiving a service or repair visit, you authorise us to charge your stored debit or credit card via Stripe (or, if that charge cannot be completed, to invoice you for payment within 7 days) for the £45 (Gas/LPG) or £55 (Oil) Day-1 promotional service discount clawback and any early-termination balance due under section 6. We tell you the amount, what it is for and the date we will take it in writing at least 3 working days before we charge your card. This authority is separate from your authority for monthly payments; if you withdraw it, or the charge is declined, we invoice you instead and you must pay within 7 days of the invoice date.

Payment dates and amounts. We tell you the monthly amount and billing date when your Service Plan is set up and whenever this changes. We only change the amount, frequency or billing date after giving you at least 3 working days' advance written notice before the change takes effect (or at least 30 days' written notice for an annual CPI price change under section 10).

Other charges. Inspection charges (if you don't go ahead), Repair Services, extra oil repair visits, parts above your per-visit or annual parts cap (charged at Wolseley trade cost with no markup, quoted to you first including VAT) and work outside your plan are only charged if agreed with you in advance, and are payable at the time the work is carried out, by card or bank transfer or as otherwise agreed.

Your responsibilities. You must make sure that a valid, unexpired debit or credit card with sufficient available funds is stored on your HomeSaver contract on each monthly billing date. If your card expires, is replaced, or a monthly charge is declined by your card issuer, you remain responsible for paying any sums properly due to us under these terms and for updating your stored card promptly via our secure Commusoft Invoice Portal link or by calling our office.

We charge interest on late payments. If we're unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We pass on changes in VAT. If the rate of VAT changes between your order date and the date we supply the service, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

6. Minimum term, renewal and ending your plan

Minimum term. Subject to your cooling-off rights (section 7), the Service Plan runs for an initial fixed term of 12 months from the Plan Start Date (the **Initial Term**). The Initial Term is the minimum term of your Service Plan.

Automatic renewal. At the end of the Initial Term (and each Renewal Term), your Service Plan automatically renews for a further 12 months (each a **Renewal Term**), unless: (a) you opt out of

renewal in line with these terms; (b) your boiler will be over the age limit at the renewal date (see 3.5); or (c) we end the Service Plan in line with these terms.

Renewal reminder. We will send you a written reminder (which may be by email) no earlier than 30 days and no later than 15 days before the end of the Initial Term or the current Renewal Term. It will tell you that your Service Plan will renew automatically unless cancelled, the price for the next term, and how to opt out.

Opting out of renewal. You may opt out of renewal by giving us at least 14 days' notice before the end of the Initial Term or the current Renewal Term, by email to info@heyhomes.co.uk, by phone on [01625 XXX XXX] or in writing. Your Service Plan will then end at the end of that term, you won't pay any cancellation or termination fee, and no further Service Plan payments will be due after that date.

Ending your plan during a term. You can also end your plan at any time by telling us. If you do, your plan ends 14 days after you tell us (or on a later date you choose), and we stop collecting your monthly payments from that date. We will only ask you to pay anything more if the value of the Services you have received in the current term, at our standard prices, is more than the plan payments you have made in that term. In that case we may ask you to pay the difference, but never more than the plan payments that would have been due for the rest of that term. We will not otherwise ask you to pay the remaining plan payments for the rest of the term. If you took the Day-1 Service offer and end your plan before the end of the Initial Term, the promotional discount also becomes payable (see section 3.10). The Day-1 Service isn't counted again in the value calculation above. **How we collect these amounts:** if you have received a service or repair visit, you authorise us to charge your stored debit or credit card via Stripe (or, if that charge cannot be completed, to invoice you for payment within 7 days) for the £45 (Gas/LPG) or £55 (Oil) Day-1 promotional service discount clawback and any early-termination balance due under this section (see section 5), after telling you the amount in writing at least 3 working days before we charge your card.

Other rights to end your plan. You also have the right to end your plan without any charge if we increase the price or make a significant change to it (section 10), suspend it for more than 30 days (section 10), or are seriously delayed by events outside our control (section 9), and if there is something wrong with our service (section 8).

Cancelling or blocking a payment card with your bank or card issuer does not by itself end your Service Plan; please contact us using the details in section 1 if you wish to end your plan or update your stored payment card.

7. Your legal right to change your mind (cooling-off)

You have a legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to change your mind within 14 days after the day we confirm your order (the **cooling-off period**), for any reason. You may need to pay for any Services which have already been supplied before you cancel, as explained below. Full cancellation information and the model cancellation form are set out in the Schedule at the end of these terms.

Starting the Services during the cooling-off period. When you place your order, we will ask you to confirm whether you want us to: carry out your Inspection during the cooling-off period; if needed, carry out any Repair Services during the cooling-off period; and start your Service Plan as soon as the Inspection and Repair Services are complete. If you ask us to start any part of the Services during the cooling-off period, you expressly request that we start providing that part of the Services before the end of the cooling-off period, and you acknowledge that if you then change your mind we may charge you for the value of the Services we have already provided up to the date you tell us you want to cancel.

If you change your mind. If you cancel this contract during the cooling-off period:

- if we have not started any of the Services, we will refund all advance amounts you have paid;

- if we have carried out the Inspection and/or any Repair Services, you must pay us the price for that work and we may deduct this from any refund (where you have paid in advance);
- if we have carried out a Day-1 Service (section 3.10), the promotional discount (£45 including VAT for mains gas or LPG, or £55 including VAT for oil) becomes payable, so that you pay the standard one-off service price for that service (£120, £135 or £250 including VAT), and we may deduct this from any refund or charge it to your stored card via Stripe, or invoice you for payment within 7 days, under the authority in sections 3.10 and 5; and/or
- if we have already started providing your Service Plan (for example if we have carried out your annual service or attended a repair visit), we may make a reasonable deduction from your refund to reflect the value of the Service Plan we have already provided up to the date you tell us you want to cancel.

Once any particular Service has been fully completed in line with these terms, you will not be able to cancel that part of the Services under the cooling-off rules, but you will still be able to cancel any remaining Services that have not yet been fully performed until the end of the cooling-off period.

Urgent repairs. If you ask us to carry out urgent heating repairs during the cooling-off period, you expressly request that we start that work before the end of the cooling-off period. Once we have completed the urgent repair, you will not be able to cancel that part of the Services and receive a refund for it, even if this is within the cooling-off period. This does not affect your right to cancel the Service Plan within its cooling-off period.

How to let us know. To cancel, contact us by email at info@heyhomes.co.uk, by phone on [01625 XXX XXX], or in writing to Hey Homes Group Ltd, Sunrise House, Hulley Road, Macclesfield, England, SK10 2LP. You can use the model cancellation form in the Schedule, but you don't have to. We refund you as soon as possible and within 14 days of you telling us you've changed your mind, by the method you used to pay. We don't charge a fee for the refund.

Nothing in these terms affects your legal rights if there is something wrong with a Service.

8. If there is something wrong with your service

If you think there is something wrong with your service, please contact us using the details in section 1. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information, or free independent consumer advice, please visit the Citizens Advice website www.citizensadvice.org.uk or call the Citizens Advice consumer helpline on 0808 223 1133. Remember too that you have several options for resolving disputes with us (section 14).

Summary of your key legal rights. The Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, the service must be carried out within a reasonable time.

9. Your responsibilities, and delays outside our control

Your responsibilities. You must:

- keep the equipment in a suitable environment, use it only for its intended purpose, and make sure it is operated safely and correctly, following any instructions we give you;
- take reasonable steps to make sure the equipment is safe to use at all times and does not pose a risk to health or safety when it is being used, cleaned or maintained;
- make sure routine care is carried out so the equipment stays in good working condition (allowing for normal wear and tear), and fix any damage you cause;

- not alter the equipment or remove any parts unless we agree in writing (unless the change is required by law). If a part is removed for repair or maintenance, it must be replaced as soon as possible with the same or an equivalent part;
- tell us promptly about anything important that affects the equipment, including any change to your boiler or if you sell or move out of the property;
- let us (or someone we authorise) inspect the equipment at reasonable times and give us reasonable access to do so (landlords must arrange access with their tenants);
- keep basic records of how the equipment is operated and maintained and provide copies to us if we ask;
- only use the equipment for lawful purposes; and
- not do anything that would invalidate any manufacturer's guarantee or warranty relating to the equipment.

Information and preparatory work. We may charge you additional sums if you don't give us information we've asked for about how we can access your property to provide the service, or if you don't do preparatory work as agreed with us. For example, we might need to return with a different vehicle or with extra people or equipment, obtain additional materials, reschedule services or make additional visits, which may result in extra charges at the rates in section 3.8. We'll tell you before any extra charge is incurred where we can.

Delays outside our control. If our supply of your service is delayed by an event outside our control, such as restricted access to the property, manufacturing or supplier delays, vehicle failures, engineer illness or adverse weather, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us to end the contract and receive a refund for any Services you have paid for in advance but not received.

10. Changes to the Services, these terms and the price

Changes we can always make. We can always change a Service: (a) to reflect changes in relevant laws and regulatory requirements, including where such changes require us to alter how the service is delivered, the standards applied, or the materials, equipment or methods used; and (b) to make minor technical adjustments and improvements that will not materially affect your use of the service or the overall nature of the service we provide.

Price changes linked to inflation. We may increase the monthly price of your Service Plan once in each 12-month period by no more than the percentage increase in the UK Consumer Prices Index (CPI) over the 12-month period most recently published by the Office for National Statistics at the time we give you notice. We calculate the percentage change in CPI compared with the CPI figure 12 months earlier, apply that percentage to your current monthly price, and round to the nearest penny. We will give you at least 30 days' written notice of any increase. If you don't agree to the increase, you may contact us to end your Service Plan before the increase takes effect. If you do so, your plan will end on the day before the increased price would have started, and you will not have to pay the increased amount or any early termination charge.

Other changes. We can also make the following types of change to the Services or these terms, but if we do so we'll notify you in advance and you can then contact us to end the contract before the change takes effect and receive a refund for any services you've paid for in advance but not received: (a) changes to the scope, nature or key features of the Services; (b) changes to how or when the Services are delivered, where this may materially affect you; and (c) changes to these terms that materially affect your rights or obligations.

Suspending the Services. We may suspend the Services to deal with technical problems or make minor technical changes, to update the service to reflect changes in relevant laws and regulatory requirements, or to make changes to the service as described above. We contact you in advance to

tell you we're suspending supply, unless the problem is urgent. If we suspend the Services for longer than 30 days, we adjust the price so that you don't pay for them while they're suspended, and you can contact us to end the contract and we'll refund any sums you've paid in advance for services you won't receive.

Withdrawing the Services. We can stop providing the Services or part of the Services. We let you know at least 30 days in advance, and we refund any sums you've paid in advance for Services which won't be provided.

11. Missed payments, and when we can end your plan

Missed monthly card payments. If a monthly recurring debit or credit card charge via Stripe fails or is declined on the due date (for example because your card has expired or been replaced, or there are insufficient funds), Commusoft marks the monthly invoice unpaid and logs the failure on your contract timeline, and we will notify you by email and text within 2 working days with a secure link to our **Commusoft Invoice Portal** (`[invoice_portal_url]`). We may then:

- ask you to settle the missed monthly instalment online via the Commusoft Invoice Portal link (by debit or credit card, Apple Pay, or Google Pay) or by calling our office, and update the stored debit or credit card on your HomeSaver contract via Stripe;
- charge interest on any overdue amount, as described in section 5;
- suspend visits under your Service Plan (including your annual service and repair visits) if any overdue amount is still unpaid 14 days after the failed payment, until you have paid all overdue sums. We will tell you in writing before we suspend visits. While visits are suspended we will still give you safety advice by phone, and we can still attend a fault at our one-off rate of £120 including VAT per hour. If you smell gas, call the National Gas Emergency Service on 0800 111 999. When the overdue amount is paid, your visits start again straight away;
- if two or more consecutive monthly card payments fail, or you do not pay any overdue amount within 14 days of a final reminder from us, end your Service Plan by giving you at least 7 days' written notice. You will still have to pay for any Services we have already provided and any payments that fell due up to the date your plan ends. If the value of the Services we provided under the Service Plan in the current term (at our standard prices) is more than the plan payments you made in that term, we may also ask you to pay the difference, but never more than the plan payments that would have been due for the rest of that term. We will not otherwise ask you to pay the remaining plan payments for the rest of the term; and
- require you to store a valid debit or credit card on your HomeSaver contract via Stripe before we accept further bookings under the Service Plan.

Other reasons we can end your plan. We can also end our contract with you and seek any compensation due to us if:

- you don't pay any other amount to us when it's due and you still don't pay within 30 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service, for example access to the property;
- you make repeated requests for visits where no fault with the boiler is found, and the issue is caused by user error or household actions, despite us having given you reasonable guidance to prevent it happening again;
- you choose not to go ahead with any recommended Repair Services which means we are unable to provide the Service Plan; or
- you, or the property, stop being eligible for HomeSaver (see 3.5).

If we end your plan for any of these reasons, we will tell you in writing and refund any payments you have made in advance for services we will not provide (less any amounts you owe us).

12. Our responsibility for loss or damage

We do not exclude or limit our liability where it would be unlawful to do so. This includes (for example) liability for:

- death or personal injury caused by our negligence (or the negligence of our employees, subcontractors or engineers), including any failure to carry out gas work safely or in accordance with applicable gas safety laws and regulations;
- fraud or fraudulent misrepresentation;
- breach of your legal rights in relation to the services, including your rights under the Consumer Rights Act 2015 for services to be carried out with reasonable care and skill, at a reasonable price and within a reasonable time; and
- any other liability or remedies which cannot be excluded or limited under applicable law.

We don't compensate you for all losses caused by us or our services. We're not responsible for losses you suffer caused by us breaking this contract if the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in section 9.
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- **A business loss.** We only supply HomeSaver for domestic use. We are not responsible for any loss of profit, loss of business, business interruption or loss of business opportunity.

13. How we use your personal data

How we use any personal data you give us is set out in our Privacy Notice at https://www.heyhomes.co.uk/privacy.

14. Complaints and resolving disputes

Our Customer Service Team. Our Customer Service Team will do their best to resolve any problems you have with us or our Services, following our Complaints Procedure at https://www.heyhomes.co.uk/complaints. You can make a complaint by email to complaints@heyhomes.co.uk, by phone on [01625 XXX XXX], or in writing to Hey Homes Group Ltd, Sunrise House, Hulley Road, Macclesfield, England, SK10 2LP. We acknowledge complaints within 3 working days and send our final response in writing within 8 weeks.

Resolving disputes without going to court. Alternative dispute resolution (ADR) is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. We are not required by law or by any trade association to use ADR. If we cannot settle your complaint, our final response will tell you so in writing, give you the name and website of a certified ADR provider that can deal with complaints about boiler servicing and heating services, UtilitiesADR (www.utilitiesadr.co.uk), and tell you whether we agree to use it for your complaint, as required by the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015. Using ADR doesn't stop you going to court if you are not satisfied with the outcome.

Free advice. Citizens Advice is not an ADR provider, but it gives free, independent consumer advice through its consumer helpline on 0808 223 1133 and at www.citizensadvice.org.uk.

You can go to court. These terms are governed by English law and wherever you live you can bring legal proceedings against us in the English courts. If you live in Wales, Scotland or Northern Ireland,

you can also bring legal proceedings against us in the courts of the country you live in. We can bring legal proceedings against you in the courts of the country you live in.

15. Other important terms

We can transfer our contract with you, so that a different organisation is responsible for supplying your service. We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer, you can contact us to end the contract within 30 days of us telling you about it, and we will refund any payments you've made in advance for services not provided.

You can only transfer your contract with us to someone else if we agree. For example, if you sell your home, please contact us: the buyer can sign up for their own plan.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

Schedule: Cancellation information and model cancellation form

This Schedule sets out the cancellation information and the model cancellation form required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Schedule 3).

Part A: Your right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us (Hey Homes Group Ltd, trading as HEY, Sunrise House, Hulley Road, Macclesfield, England, SK10 2LP; telephone [01625 XXX XXX]; email info@heyhomes.co.uk) of your decision to cancel this contract by a clear statement (for example, a letter sent by post or an email). You may use the model cancellation form in Part B, but it is not obligatory.

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.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you.

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.

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.

If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full scope of the contract.

Part B: Model cancellation form

(Complete and return this form only if you wish to withdraw from the contract)

Model cancellation form	
To	Hey Homes Group Ltd, trading as HEY Sunrise House, Hulley Road, Macclesfield, England, SK10 2LP Email: info@heyhomes.co.uk
	I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],
Service	HEY HomeSaver plan (fuel and plan: _____)
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.