

# OpenFix Ltd

# Our Service Agreement

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## 1. Welcome to OpenFix

We're thrilled you're here. This Service Agreement lays the groundwork for a wonderful relationship between:

- You, our valued member(s), enjoying the benefits of our Service Agreement.
- Us, OpenFix Ltd, a company you can trust (company number 15806149).

Thanks for choosing us! We're committed to making this a smooth and positive experience for you.

This contract forms a service agreement between you and OpenFix Ltd. Any repairs or replacements outside the Annual Service and Landlord Gas Safety Inspection may incur a separate charge and are provided at our absolute sole discretion. This is not a contract of insurance.



# 2. Our Service Agreement includes

- An Annual Gas Boiler Service or discounted annual boiler service, depending on your chosen plan.
- A Landlord Gas Safety Inspection (CP12)\*
  \*Landlord plans only.
- Help with selecting, scheduling, and aftercare of independent tradespeople based on proximity, skills, and customer feedback. Help is limited to the systems included in your chosen plan.
- Online support with hints and tips for the systems included in your chosen plan, helping with general tasks, energy reduction, and more.

The chart below shows what systems are included in your chosen plan.

	Boiler Plan	Heating Plan	Home Plan	Complete Plan
Annual Boiler Service	V	<b>V</b>	<b>V</b>	V
Boiler & Controls	V	V	V	<b>V</b>
Heating System		V	V	V
Plumbing & Drains			V	<b>V</b>
Home Electrics			V	V
Home Security				V
Pest Control				V

# 3. Our Service Agreement excludes

- Problems not reported within 24 hours of noticing them.
- Issues arising between tenancy agreements (for landlords).
- Pre-existing problems or problems arising within the first 13 days.
- Problems caused by others working on your property.
- Problems in properties that have been unoccupied for 60 days or more.
- Accidental damage or anything beyond regular wear and tear.



- Systems or parts under manufacturer warranty.
- Damage covered by insurance.
- Making good damage caused by us (e.g., redecoration, restoration of walls, ceilings, fixtures and fittings, or replacement of floor coverings.)
- Fault finding (trace and access) or intermittent faults not occurring during our engineer's visit.
- Faults caused by gas, water, or electric supply problems.
- Regular maintenance for smooth system operation.
- Devices or systems not serviced, installed and used as per the manufacturer's guide or best practices.
- Problems with steel, lead, or iron pipes.
- Gaining access or carrying out repairs that are not easily accessible.
- Frozen pipes or issues from freezing weather.
- Replacing consumables like fuses, batteries, seals, gaskets, or fuel.
- System upgrades or enhancements.
- Minor issues not affecting system operation.
- Systems not used solely for home purposes.
- Unsafe work environments (e.g., lofts that are not boarded out or have no fixed loft ladder.)
- Specialised systems like unvented hot water systems, thermal storage, warm air units, underfloor heating, pools, or renewable energy parts.
- Non-standard systems or parts, including towel rails, associated valves, or curved radiators.
- Gas appliances, other than a standard gas boiler (e. g., gas fires, hobs, ovens, and standalone heaters).

Calling us out for services not included in your agreement may incur a charge of up to £95.



# 4. Boilers Beyond Economical Repair (BER) or obsolete parts

We may deem your boiler beyond economical repair if:

- The manufacturer or a qualified gas safe registered engineer states it's too damaged, old, or uneconomical to fix.
- Required parts are unavailable from the manufacturer or major UK suppliers.
- The boiler must be removed from the wall for repairs.
- The boiler hasn't been installed, maintained, or used in accordance with the manufacturer's instructions.
- The boiler is over 10 years old and requires multiple parts for proper functioning.

If we deem your boiler beyond economical repair (BER) and it is less than seven years old we may choose to replace it. If it's 7 years old or more, we may offer a discounted replacement through one of our partners, subject to availability.

A boiler replacement will only be considered if the following conditions are met:

- You provide the installation commissioning checklist and full service history, demonstrating that the boiler was installed by a Gas Safe engineer and serviced annually in line with the manufacturer's auidelines.
- You have been a customer for a minimum of 45 days.
- The replacement boiler must be supplied and installed by us.
- The replacement will be suitable for your property, but we do not guarantee a direct "like for like" replacement.
- We are not responsible for the costs of any upgrades or work required to meet current regulations.
- All previous payments have been made on time, and your account is not in arrears.
- The faults identified with your boiler are not among those excluded under this agreement.

If your boiler is deemed BER and you do not qualify for a replacement, you may cancel this agreement without incurring a termination fee.



### 5. Annual Gas Boiler Service

#### What's included:

- Visual boiler check.
- Flue gas analysis & efficiency test.
- Removing the boiler cover and inspecting it.
- Checking and adjusting system pressure, if needed.
- Cleaning the condensate trap, if necessary.
- Checking boiler firing up and shutting down safely.
- Checking ventilation & flue in accordance with current Gas Safety Regulations.
- Cleaning the boiler's filter (if requested).
- Confirmation of service completion.

All boiler services are conducted during our quieter season between March and September.

### What's not included:

- Maintenance, improvement, or replacement of consumables (e.g., seals, gaskets, fuses, batteries).
- Liability for damage or faults caused by cleaning/removal of the magnetic filter.

## 6. Landlord Gas Safety Inspection (CP12)

# What's included:

- Annual Gas Safety Inspection (CP12) for landlords, alongside the Annual Boiler Service.
- Recording the safety status of each fixed gas appliance at the property.
- Issuance of the gas safety record upon inspection completion.

- Remedial work to make appliances safe.
- Maintenance or replacement of consumables.
- Additional reinspection(s) if the first inspection fails.



#### 7. Boiler & Controls

#### What's included:

 Help with a natural gas-powered boiler breakdown, including the room-sealed flue up to one metre in length, thermostats, timers, and frost protectors.

### What's not included:

- Help with non-natural gas boilers.
- Boilers used for non-domestic purposes.
- Extended, non-standard, or open flues, including their terminals, as well as any flues exceeding one metre in length.
- Back boiler or combined cooking/heating appliances.
- User manual tasks (e.g., adding pressure, resetting thermostats).
- Heat exchangers or any faults caused by hard water, sludge, or debris.

# 8. Central Heating System

### What's included:

- Help with standard heating and hot water systems during breakdowns, including pumps, valves, pipes, and fittings.
- Help with a leaking gas supply pipe, provided it is visible, accessible and located between the gas meter and a gas appliance within your home.

- Replacing radiators, water tanks, or hot water cylinders that can't be repaired.
- Draining/refilling the system beyond one hour (additional charges apply).
- Repairing/replacing magnetic filtration devices.
- Electric water heaters (immersion heaters), pumps removing condensation.
- Removing air locks, balancing radiators or any basic user tasks detailed in your user manual.
- Specialised systems (unvented hot water, thermal storage, warm air units, underfloor heating, pools, renewable energy).



- Non-natural gas systems.
- Parts damaged by hard water, sludge, or debris.
- Repairs to gas supply pipes that are not visible or accessible.

## 9. Plumbing

### What's included:

- Help with bursts/leaks on standard domestic pipes feeding taps and appliances
- Help with bursts on standard repairable water storage tanks.
- Leaking or dripping overflow pipes.
- Seized or dripping hot/cold water taps (standard and repairable).
- Standard toilets (blocked, overflowing, leaking, not flushing/filling) with available parts.
- Help with a burst water supply pipe that provides water to your home, provided it is located within your property boundary and is your sole responsibility.

- Replacing taps that cannot be repaired or replacing ceramic discs in taps.
- Replacing water tanks that cannot be repaired.
- Appliance connections (e.g., dishwasher/washing machine hoses).
- Non-standard toilets (e.g., concealed, wall-mounted, electric), or toilets requiring parts that are not readily available from reputable UK suppliers.
- Toilets needing removal for repairs or replacements.
- Outside taps, sanitary ware, tile, and bathroom sealants.
- Showers and pumps, water softeners/filters, combined overflow, and pop-up waste mechanisms.
- Water supply pipes that supply outbuildings or anything other than your main residence.



 Trace and access or investigation work required to repair water supply pipes or storage tanks.

## 10. Drains

#### What's included:

 Help with standard domestic blocked or leaking internal/external drains on your property.

#### What's not included:

- Drains not on your property, shared drains, drains affected by tree roots, or collapsed drains.
- Blockages from improper items (e.g., grease, wet wipes, toilet bowl deodorizers).
- Drain connections to internal sanitary ware (e.g., sink/shower plug holes and overflow connections).
- Rainwater guttering, manholes, soakaways, septic tanks, cesspits, drainage pumps, treatment plants, macerators, overflow pipes.
- Trace and access/investigation work (e.g., CCTV), or work needed to prevent recurrence of the problem.

#### 11. Home Electrics

### What's included:

• Help with wiring, circuit breakers, light fittings, fuse boards, switches, and sockets inside your property connecting to the main supply.

- Electrical appliances, burglar alarms, camera systems, electrically powered garage doors, fire/smoke alarms.
- Lead or rubber protected wiring, power-generating systems (e.g., solar panels).
- Electrical supply cables up to the fuse box/mains isolation switch.
- Fault diagnosis works over 45 minutes.
- Power cables between home and detached outbuildings, outdoor fittings, lighting.
- Upgrading/replacing fuse boards or consumer units.



 Timers, programmers, shower pumps, underfloor heating, showers, storage/panel heaters, electrical plugs, solar panels/inverters, swimming pools, cooker extractor hoods, pumps, controls, detectors, general extractors.

# 12. Home Security

# What's included:

- Securing your home by boarding up smashed external doors/windows after a break-in.
- Repairing/replacing broken locks on external doors/windows.
- Gaining access to your home if locked out due to broken/lost/stolen door keys.

### What's not included:

- Replacing lost keys if another set is accessible.
- Internal doors/windows, garage doors, associated locks.
- Electronic/internet-controlled doors/locks.

# 13. Pest Control

### What's included:

- Treatment of rat/mice infestations inside the main house.
- Treatment of wasps/hornets' nests in the main house or garden, including an attached garage/outbuilding.

- Situations where reasonable hygiene measures weren't taken to prevent pest contamination.
- Other pest contamination or unidentified pests.
- Damage caused by pests.
- Removal of treated wasps/hornets' nests.
- Removal of treated rats/mice.



 Recurring pest problems where recommended preventative measures weren't followed.

### 14. General Terms

- This is a service agreement limited to helping with selecting, scheduling, and aftercare of independent tradespeople.
- Any benefits related to uncertain events, including repairs or replacements, may incur a separate charge and are provided at our absolute sole discretion. This is not a contract of insurance.
- Personal information will be managed per our privacy policy www.openfix.co.uk/privacy-policy.
- We will fulfil the terms of this agreement within a reasonable time, except when external factors beyond our control prevent us from doing so.
- Any part supplied will be standard, from a reputable UK supplier, and may not be a "like for like" replacement.
- Our work is guaranteed for 14 days following completion.
- We reserve the right to transfer any part or all responsibilities or rights under this contract to another organisation. You will be informed as soon as possible. We may also subcontract any responsibilities. This does not affect your rights.
- We may change these terms. If changes are not in your favour, we will notify you, and you will have the choice to cancel without cancellation charges.
- This contract benefits you exclusively and no other parties.
- This contract is governed by and interpreted in accordance with the law of England and Wales.

# 15. Cancellation

Cancelling within the first 14 days:

- The first 14 days (cooling-off period) begin on your chosen start date.
- Cancel within this period without any work done for a full refund.
- If work has been done before the cooling-off period ends, cancellation charges will apply.



# Cancelling after the first 14 days:

- Cancel after the cooling-off period with one month's notice.
- A £30 administration fee will apply.
- No refunds for previous months, but unused payments will be refunded if paid annually in advance.
- If work has been done, cancellation charges will apply.
- Cancelling your Direct Debit without informing us doesn't cancel your agreement. We'll aim to collect the owed money. If not paid, the agreement may be cancelled, and administration/ cancellation charges may apply.

## Our Cancellation rights:

- False, misleading, or inaccurate information provided.
- Non-payment.
- Foul or abusive language, nuisance, or disruptive behaviour.
- Boiler brand we don't work on, or unsuitable system.
- Ignoring advice for fixes or improvements.

If we cancel, the agreement administration/ cancellation charges may apply.

## Cancellation charges:

Lower of the balance of your agreement (up to the next annual anniversary) or charges below:

- £30 administration charge.
- Charges per job since the start date or last annual anniversary:
  - o Annual Gas Boiler Service: £99
  - Annual Gas Boiler Service & Landlord Gas Safety Inspection (CP12)
    Combined: £139
  - o Engineer Visit (Call Out Fee): £95\*
  - o Boiler or Central Heating Repair: £399\*
  - o Any Other Repair: £159\*
- We will deduct any call-out fee already paid.



## 16. Price & payments

- Pay by monthly or annual Direct Debit. All prices include applicable tax.
- This 12-month agreement automatically renews every year until cancelled.
- We may increase the monthly/annual price or callout fee with one month's notice for:
  - o Administration cost based on usage (no cancellation charges apply).
  - o Government tax rate increases.
  - Reflecting the Consumer Price Index (CPI) rate of inflation plus 4% (ignoring any negative figure).

# Default on payment charges:

- Interest of 0.5% over the Bank of England base rate.
- £30 administration fee per missed payment.
- Additional reasonable costs incurred.

### 17. Call out fees

- The call-out fee is what you pay each time you request a repair. Selecting a plan with a higher call-out fee lowers your monthly payments.
- Payable by credit or debit card before scheduling an engineer visit.
- In addition to the annual or monthly agreement price.
- No call-out fee for the Annual Boiler Service or Landlord Gas Safety Inspection (CP12).
- No call-out fee for the same problem within 14 days if confirmed by our engineer as the same fault.

# 18. Moving home

- Let us know as soon as possible if you're planning to move or have moved.
- Update your address if the agreement is suitable for your new home.



Cancel your agreement (cancellation charges may apply).

#### 19. How to contact us:

## Our opening hours

• Customer Service, non-emergency repairs, and boiler servicing: 9am—5pm, Monday to Friday (excluding public holidays).

# 24/7 emergency support for:

- Uncontrollable water leaks.
- Blocked toilet (if it's the only toilet in the house).
- Complete loss of power.
- House security issues due to broken locks or smashed windows, or if locked out.
- Report gas leaks to the National Gas Emergency Service at 0800 111 999.

## Booking a repair

- Request a repair online <u>here</u>.
- We'll process your request and assign an engineer.
- The engineer will contact you to schedule an appointment.

## Make a complaint

• See our complaints procedure or make a complaint at www.openfix.co.uk/complaints-procedure

# Manage your subscription

• Update contact details, manage billing, download past invoices, view your plan, and more by logging into your account <a href="here">here</a>.

# Live chat/request a call back

• Talk to us on <u>Live chat</u>or request a callback.



Write to us at our registered office address

• Landmark Business Centre, Speedwell Road, Parkhouse Industrial Estate East, Newcastle, Staffordshire, ST5 7RG