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## Customer Service Engineer Callout - Terms & Conditions

These Conditions apply to the provision by Viessmann of an Engineer's Callout.

*Your agreement to proceed with an engineer's site visit are subject to these Conditions:*

### 1. How to contact us. You can contact us in relation to an out-of-warranty repair as follows:

- 1.1 by telephoning our Customer Service Team on 01952 675000 (open Mon-Fri 8:30am-5pm, Sat 8am-1pm)
- 1.2 by completing our online booking request form at: [www.viessmann.com/support](http://www.viessmann.com/support)
- 1.3 by writing to us at Viessmann Ltd, Hortonwood 30, Telford, TF1 7YP

### 2. Price and Payment (Out-of-Warranty repairs/services)

2.1 The fee is payable in full by you, via credit or debit card at the same time as you place an engineer's callout, at the rate shown on the service schedule.

### 3. Maintenance and Repair Services

3.1. When the maintenance and repair services are provided, our engineer or an approved service partner will attend your property on the agreed service appointment date, to inspect the product and endeavour to complete the maintenance or repair services on the day. If the maintenance and/or repair services cannot be completed on the same day then we will arrange to return at the earliest or most convenient date.

3.2 Our engineer or service partner will use all reasonable efforts to repair the fault. However, we cannot guarantee to be able to repair every fault at the time of visit.

3.3. If we cannot repair your product. If your product is not working, we will use reasonable endeavours to repair the diagnosed fault. However, we cannot guarantee to be able to repair all faults that are diagnosed. If we are to repair the fault, or if we diagnose that the fault arises as a result of:

3.3.1. a faulty installation; or

3.3.2. another component not covered by the maintenance and repair services; or

3.3.3. the system requiring cleansing or power flushing; or

3.3.4. a user's fault

3.3.5. any other issues not relating to the maintenance and repair services

3.3.4 Product beyond repair. If your product is, in our opinion, beyond repair, or you decide that you do not want to repair the product, then we will charge you the Assessment/Diagnosis Fee as per the Schedule.

#### **4. Maintenance and Repair Services do not include: (this list is not exhaustive)**

4.1 Products installed on permanently moored houseboats are only covered for parts, and the cost of labour is not covered as a result of the attending engineer's required level of professional qualification;

4.2 The replacement of consumable items owing to fair wear and tear resulting from proper use, including but not limited to hoses, gaskets and batteries, and as more particularly specified by us in the manufacturer's operation manual

4.3 External system components such as radiators, water, gas and oil pipelines/services, electric wiring, pumps, fire valves, third party filters, third party controls, third party building management systems. water and oil storage tanks

4.4 Damage to the Product caused by system design, faulty installation, theft, tampering, lack of maintenance, misuse or other non-compliance with the manufacturer's instructions;

4.5 Damage to the Product caused by accident, fire, flood, explosion, lightning, storms, or other bad weather conditions;

4.6 Any repairs not authorised in advance and in writing by us;

4.7 Damage to the Product as a result of water quality or other external factors causing scale, sludge, blockages or associated costs of rectification;

4.8 Any upgrading/improvement work required as a result of legislation, (health and safety or otherwise) or to meet our current manufacturing standards;

4.9 Attending the Product to support or educate you as to the correct use of the Product and/or its associated controls; and

4.10 Carrying out maintenance tasks that are your responsibility and which are set out in the manufacturer's service and operation manual. Including but not limited to re-pressurising and resetting the Product, bleeding excess system pressure and thawing frozen condensate pipes.

4.11 Corrosion (except the heat exchanger) however caused, including water corrosion and /or air borne deposits due to variations in water quality outside the standards recommended by Viessmann. The heat exchanger has been designed to withstand corrosion both internally and externally from system water\* and waste gas condensate respectively. \*The system water quality must be to BS 7593

4.12 Our engineer or approved service partner will inform you and advise you on any reasonable courses of action. Any advice offered is done so in good faith and should be confirmed by a suitably qualified third party before such works are undertaken. If the engineer or approved service partner does not provide any maintenance and repair services other than diagnosis, we will charge you the Assessment/Diagnosis Fee as per the Service Schedule.

4.13 If the cost of a repair including parts & labour is estimated to exceed three major components (as per the Service Schedule) or the engineer believes the appliance to be beyond economic repair or irreparable then we will charge you an Assessment/Diagnosis fee as per the Service schedule.

## **5. Heat Exchanger**

Any damage, corrosion, noise or water leak from any waterway is not covered should investigation show that its cause is by: -

5.1 Incorrect use, dosing or type of any proprietary system cleaner or corrosion inhibitor.

5.2 Scale formation in permanent or temporary hard water areas where scale treatment is neither provided for nor adequate.

5.3 Blockage of waterways caused by existing deleterious material (such as existing magnetite in radiators not removed by flushing)

5.4 Water leaks on the radiator/hot water system and associated pipework.

## **6. Our suspension, Force Majeure**

6.1 Unavailability of spare parts, recall or discontinuation. We reserve the right to suspend or terminate the maintenance and repair services should any necessary spare parts become unavailable, if the product is subject to recall, or if the product has been discontinued

6.2 We may end the contract if you break the terms. We further reserve the right to cancel the maintenance and repair services if:

6.3 Your product has been installed in an area where it is inaccessible or the working environment is, at the sole discretion of our engineer, in any other way unhealthy or unsafe (e.g. smokers' home, dog(s), aggressive tenants); or

6.4 our engineer cannot (legally) park their vehicle in a safe area and within practicable distance to your property on the agreed service appointment date; or

6.5 our engineer cannot get access to your property on the agreed service appointment date; or

6.6 you do not provide payment to us when it is due; or

6.7 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the maintenance or repair services; or

6.8 you are in breach of any other of these terms that cannot be rectified or do not rectify it within reasonable time;

6.9 Events beyond our control. Whilst we endeavour to fulfil all appointments, there may be occasions beyond our control (including but not limited to; illness of our engineer, traffic disruptions, weather conditions, acts of god, flood, drought, weather conditions if the product is installed external to the property, earthquake or other natural disaster, epidemic or pandemic, any law, measure or action taken by a relevant government or public authority, fire, strike, trade dispute, non-performance by subcontractors and suppliers, interruption and failure of utilities), when we are unable to do so. In these circumstances we will contact you as soon as is reasonably practicable in order to arrange an alternative appointment. We will take reasonable steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to cancel the appointment.

6.10 If you are unable to allow our engineer to access the property on the agreed date, you should contact us as soon as is reasonably practicable (and in any such event before 12 noon on the day preceding such date) to arrange an alternative date for provision of the repair. If you inform us after this time we reserve the right to retain a cancellation charge as per the Service Schedule.

## **7. Viessmann Out-of-Warranty Guarantee**

7.1 The specific repair to the appliance is guaranteed for 30 days. If a fault reoccurs related to the original fault within this time period then we will carry out the repair under the existing agreement free-of-charge.

7.2 This guarantee will not apply, if a new fault is suspected or detected, or where the same defect arises again as a result of:

7.2.1 Wilful or accidental damage;

7.2.2 Use of the appliance otherwise than in accordance with the user instructions;

7.2.3 Any tampering with, or alteration of, the appliance by anyone other than us; or

7.2.4 A fault in any other appliance, such as (without limitation) your ancillary heating system to which the appliance is connected.

7.2.5 Issues related to water quality outside of the standards recommended by Viessmann Ltd

7.2.6 If during attendance a different fault is diagnosed then the appropriate charge as per the Service Schedule is applicable & must be paid before the repair is carried out.

7.2.7 Any parts fitted in providing the repair will carry a 12 month warranty. Should a part(s) become faulty outside of 30 days but within 12 months of the initial repair the spare part will be provided as supply only.

## **8. Limitations on our Liability**

8.1 We will not be liable to you for any loss, damage, costs or expenses:

8.1.1 that are not a reasonably foreseeable consequence of a breach by us of these conditions;

8.1.2 that are not caused by any breach of these conditions by us; and for business losses, or losses to non-consumers.

8.2 YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO HAVE IN PLACE AND MAINTAIN ADEQUATE INSURANCE POLICIES IN RESPECT OF YOUR PROPERTY.

Nothing in these conditions shall: limit our liability under Part 1 of the 'Consumer Protection Act 1987' in relation to the safety of parts or for death or personal injury caused by our negligence; or affect any statutory rights which you may have as a consumer.

## **9. YOUR OBLIGATIONS**

9.1 Access to the van. Our engineers may need access to their vans whilst they carry out the maintenance and repair services in your property as they may need to fetch tools and parts. Therefore, you must provide adequate parking for our engineer. If they are unable to park their vehicle at your property or within practicable distance from your property then the service appointment may be aborted and you will be charged a cancellation or aborted fee.

9.2 Presence of an adult. The engineer must not be left at your property alone and there must be a suitable adult (aged 18 or over) present at all times.

9.3 Safe working environment. You must ensure that our engineer is provided with a safe and smoke free (including vaping) working environment and ensure that children and pets are kept away from the area where the engineer is working. Any presence of illegal substances or illegal substance taking paraphernalia, abusive or aggressive behaviour will lead to immediate cancellation of the site visit at the discretion of the engineer in attendance.

9.4 Safe access to the product. You are responsible for ensuring that our engineer can gain safe and clear access to the product. You must also make adequate provision for the visual inspection of flues in voids, gas meters and fuel supplies

9.4b Safe access must also be provided for engineers tools, equipment and components to effect any repair or maintenance. Any additional requirements for safe access must be provided by the plant operator or home owner. Any costs incurred are not covered by the manufacturer product warranty.

9.5 Products in lofts. In accordance with building regulations. We can only provide maintenance and repair services on products in lofts, where the loft has permanent fixed lighting, a permanently fixed retractable loft ladder with sufficient load capacity and a fixed floor area sufficient to allow access for normal use and for works directly under and around the product and between the product and access hatch. A guardrail must also be present protecting the loft entrance and exit.

## **10. Your Personal Details**

10.1 We shall use and safeguard your personal details in accordance with all applicable Data Protection legislation.