

HEAT PUMP SERVICE PLAN

DOMESTIC HEAT PUMP ANNUAL SERVICING, SERVICE ONLY PLAN

TERMS AND CONDITIONS

UK Heat Pump Servicing is a trading name of Home By Eight Ltd

Ropergate House, Ropergate, Pontefract, WF8 1JY

Email: sales@ukheatpumpservicing.co.uk

Website: ukheatpumpservicing.co.uk

Heat pump servicing enquiries: 0333 041 5130

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1. Definitions

Some words and phrases in these terms have specific meanings:

agreement: These terms and conditions, together with your plan confirmation and any changes we notify to you, which form the legal agreement between you and Home By Eight Ltd, trading as UK Heat Pump Servicing, for your Heat Pump Service Plan.

associated equipment: Equipment directly associated with the operation of your heat pump system, including controls and sensors, that is located within the property.

effective period: The period from the start date until the plan ends or is cancelled in accordance with these terms.

engineer: An appropriately qualified engineer or contractor whom we appoint or approve to carry out the annual service visit on our behalf.

heat pump system: Air to air, air to water, exhaust air and above-ground ground source heat pump systems. It does not include any ground source heat pump, or any part of one, that is beneath the ground.

plan confirmation: The personalised order confirmation or welcome email sent to you when you take out the plan or at renewal, showing the plan you have chosen, the price and any other terms specific to you.

plan year: The period of 12 months from the start date and each consecutive period of 12 months thereafter.

property: The private home, garage and permanent domestic outbuildings (excluding sheds, greenhouses and non-permanent structures) within the boundary of the address shown on your plan confirmation.

service plan: This agreement for the provision of the annual heat pump service described below. The plan is a servicing agreement and is not an insurance policy. Repairs are not included.

start date: The date your plan starts, as shown in your plan confirmation.

thermal store: Any thermal store forming part of your heat pump system, as shown in your plan confirmation.

we, us, our: Home By Eight Ltd, trading as UK Heat Pump Servicing and operating ukheatpumpservicing.co.uk.

you, your: The person named as the plan holder on the plan confirmation.

Interpretation

A reference to a person includes an individual, company or other legal body where the context allows.

A reference to legislation includes that legislation as amended or replaced from time to time.

A reference to writing includes email unless these terms expressly state otherwise.

2. What is included in your plan

Your plan

After you purchase a plan, we will send a plan confirmation showing the start date, the plan selected, the price, the payment arrangements and any other terms that apply to you. You must be the owner of the home or have authority from the owner to arrange the service.

This is a service only plan. It provides the annual service described below and does not include repairs, replacement parts or breakdown assistance of any kind. If you would like servicing and repair benefits together, please ask us about our Heat Pump Protection Plan.

What is included

- One annual service in each plan year of your heat pump, thermal store and associated equipment, carried out by an appropriately qualified engineer, to ensure it is working properly.
- A service report following each annual service describing the checks completed.

- Operating and maintenance guidance from the engineer during the visit, where appropriate.

Prices, payments and renewals

The price for your plan is £26.18 per month, paid monthly by Direct Debit, unless your plan confirmation states otherwise. Prices are correct as at the date these terms were last updated and include the relevant taxes at the current rate. A promotional discount may apply to the price you pay for a limited period; the price you actually pay is shown on our plans page and at checkout, and full promotion terms are available at ukheatpumpservicing.co.uk/promotion-terms. The plan runs for a term of 12 months and we do not offer one-off prices for this plan. No call out fees apply under this plan, as no repairs are provided. Your plan is a servicing agreement and is not an insurance policy.

If we are unable to collect a payment from your bank, we may attempt to request payment again unless you tell us otherwise. If you do not pay for your plan on time, the plan will be suspended from the payment due date and no service visit will be arranged or carried out until payment is received. We may use a debt collection agency to recover any amount owing to us and may recover the reasonable costs of doing so from you.

Your plan runs for a fixed term of 12 months from the start date. At the end of each 12 month term, your plan renews automatically for a further 12 month term to ensure continuity, unless you tell us before the renewal date that you do not wish to renew. We aim to send you a renewal notice 28 days before the end of your term showing the price you will pay to continue.

From any renewal date, the plan price may be increased to reflect inflation, applied by reference to the Bank of England base rate in force at that renewal date. Any change caused by a change in the applicable rate of tax may also be passed on to you where permitted by law.

The annual service

The annual service forms part of the ongoing maintenance needed to keep your system in good working order. The winter months are the busiest period for engineers, and taking your annual service between May and September helps engineers prioritise urgent work, so we ask that you book your service within that window. To book, call 0333 041 5130.

Your first annual service can only be booked once the plan has been running for 90 days and payments are up to date, unless more than 12 months have passed since the last annual service completed on your heat pump system.

It is your responsibility to arrange your annual service, and you will not be refunded any part of the plan cost if you do not take it. A missed annual service does not roll over to the following plan year.

The annual service may include:

- Inspection of your heat pump, thermal store and associated equipment to confirm it is working properly.
- Cleaning of the heat exchanger.
- Checking of seals and gaskets, with replacement where needed.
- Checking of antifreeze levels.
- Checking of safety devices and expansion vessels.
- Checking of compressor operation.
- Cleaning of the evaporator.
- Checking of filters and strainers.
- Digital analysis, where supported by the manufacturer.

Not every check will be relevant to every system, so we do not guarantee that every item above will be carried out at every visit.

After the annual service, we will provide or make available a service report describing the checks completed. This may be used as evidence of servicing, although it is your responsibility to confirm the specific requirements of any manufacturer warranty.

What is not included

- Repairs, replacement parts or breakdown assistance of any kind. If our engineer identifies a fault, we will explain the issue and any repair work will be quoted and, if you wish to proceed, agreed and charged separately.
- Work that requires an additional visit, unless separately agreed and charged for.
- Any ground source heat pump, or any part of one, that is wholly or partially sited or located under the ground.
- Deep cleaning of the heat pump, thermal store or heating system beyond the cleaning reasonably required to carry out the service.
- Removing sludge or scale from the heat pump (including any filters) or heating systems, or rectifying the damage it causes.
- Rectifying pre-existing faults, installation defects or non-compliant work.
- Maintenance work required to keep your systems in good working order, beyond the annual service included in your plan.
- Replacement of consumables, such as external fuses and batteries.

Issues arising from a service visit

If you believe that damage or a fault has arisen as a direct result of the service visit, please contact us promptly at sales@ukheatpumpservicing.co.uk so that we can assess the issue and explain the next steps.

3. Arranging visits, changes, cancellation and complaints

Arranging the annual service visit

We will make reasonable efforts to arrange the annual service at a convenient time within the May to September window. If circumstances beyond our reasonable control prevent the visit from going ahead, we will contact you and arrange another time.

We may contact you to arrange the visit, but you remain responsible for ensuring that the annual service is booked and completed within any period required by your manufacturer warranty. We are not responsible for a loss of warranty caused by your failure to arrange servicing in time.

Missed appointments

Please tell us at least 24 hours in advance if you need to cancel an appointment. If our engineer attends a booked appointment and you are not available, we may, at our discretion, charge you a non-cancellation fee of £60.

Changes to your details or equipment

It is your responsibility to keep us informed of any changes to your contact details, including your telephone number, address and email address. If you change your heat pump, thermal store or any associated equipment, you must tell us the make and model of the new equipment so that we can check whether we can support it. If we cannot support the new equipment, we may need to cancel or amend your plan.

Cancelling your plan

There is a 14 day cooling off period from the start date during which you can cancel and receive a full refund. The only exception is where you have already booked or received a service, in which case we will cancel your plan and charge you £249 for the cost of the service.

After the 14 day cooling off period, the contract runs for the full 12 month term and you are committed to it. No refunds are given after the cooling off period, whether or not the annual service has been carried out. If you cancel at any point before the end of the 12 month term, the full amount payable for that term becomes due and is payable in full. Where you pay monthly, all remaining instalments for the term will be collected or invoiced.

Your contract end date is the anniversary of your start date. Renewal happens automatically to ensure continuity. If you do not wish to renew for the following year, we accept non-renewal requests at any time, in writing or by phone, taking effect at the end of the current term.

Any statutory cancellation rights that apply to your purchase and cannot be excluded by law are not affected by these terms.

When we may cancel or suspend the plan

We may end your agreement at any time if:

- You give us false or incorrect information.
- You fail to pay for your plan.
- You use threatening or abusive behaviour or language.
- Your heat pump system is deemed by us to be unsuitable for our plans.

If your heat pump system is found to be unsuitable for our plans, we will refund the monthly payments you have already made.

Complaints

If you are unhappy with any part of the plan, please contact us as soon as possible at sales@ukheatpumpservicing.co.uk, or write to us at UK Heat Pump Servicing, Ropergate House, Ropergate, Pontefract, WF8 1JY. We aim to acknowledge complaints within 2 working days and, where possible, provide a substantive response within 7 to 14 working days. If we need longer to investigate, we will keep you informed.

Our general complaints information is also available on ukheatpumpservicing.co.uk. Complaints relating to personal data may also be raised with the Information Commissioner's Office where applicable.

4. Access and safety

Access to your home

An adult aged 18 or over must be present at the home throughout the visit and able to give instructions on your behalf. You are responsible for providing safe and reasonable access to the heat pump, thermal store, heating system and any relevant controls or equipment.

If the engineer cannot obtain access, the visit may need to be rearranged. Repeated failed access may result in cancellation of the plan.

Safety risks

An engineer may refuse to start work, or may stop work, if they reasonably believe there is a health and safety risk. Work will resume only when the risk has been removed or appropriately controlled.

Where asbestos or another hazardous material is suspected, you may be required to arrange appropriate specialist assessment or removal before work can continue. Any such work is your responsibility unless we agree otherwise in writing.

Unsafe or non-compliant systems

If we identify a safety concern, defect or non-compliance that is outside the scope of the plan, we may recommend repairs or improvements. If you choose not to follow safety advice, we may be unable to continue work or may need to suspend or cancel the plan.

5. Legal information

About us

The Heat Pump Service Plan is provided by Home By Eight Ltd. UK Heat Pump Servicing is a trading name of Home By Eight Ltd. Our registered office is Ropergate House, Ropergate, Pontefract, WF8 1JY. We operate ukheatpumpservicing.co.uk, boilers2go.co.uk and homekog.co.uk.

Regulatory status

This plan is a servicing agreement under which we provide the annual service described in these terms. It is not a contract of insurance and is not regulated by the Financial Conduct Authority. Repairs and breakdown assistance are not provided under this plan.

Transfers, subcontracting and changes

We may at any time transfer any or all of our rights or responsibilities under this agreement to another organisation, and will tell you as soon as we reasonably can if we do so. We may also subcontract anything we have agreed to do under this agreement. None of this affects your rights. The rights provided to you under this agreement cannot be transferred by you to anyone else.

We may make changes to these terms and conditions. If we make changes that are not in your favour, we will tell you about them, and if you do not accept the changes you may end this agreement without any cancellation fees.

Performance and liability

We will carry out our obligations under this agreement within a reasonable time, unless we cannot do so due to circumstances beyond our reasonable control.

Nothing in this agreement excludes or limits any liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation. Subject to that, we are not responsible for losses that were not reasonably foreseeable when the agreement was made, or for business losses where you are acting as a consumer.

Third-party warranties

If your heat pump or heating system is covered by a manufacturer or other third-party warranty, you are responsible for checking any conditions that apply to servicing and for telling us about any special requirement before the visit. We will take reasonable care when carrying out the service, but we cannot guarantee that a third party will accept the work as satisfying its warranty conditions.

Personal information

We use personal information to administer the plan, arrange service visits, communicate with you and meet our legal obligations. More information about how personal data is used is available in the privacy information published on ukheatpumpservicing.co.uk. You can also contact us at sales@ukheatpumpservicing.co.uk.

Governing law and statutory rights

We will communicate with you in English. This agreement is governed by the law of England and Wales, unless the property is in Scotland, in which case the law of Scotland applies.

Nothing in these conditions will reduce or affect your statutory rights. For further information about your statutory rights, contact Citizens Advice at www.adviceguide.org.uk or on 03454 04 05 06.

Contact details and opening hours

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Email: sales@ukheatpumpservicing.co.uk

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Website: ukheatpumpservicing.co.uk

For non-emergency assistance we are open 9:00am to 6:00pm, Monday to Friday, except public holidays.