

OFTEC workmanship warranty terms and conditions.



These workmanship warranty terms and conditions are issued by the Oil Firing Technical Association (OFTEC), as agent for and on behalf of OFTEC Warranty Limited, a company established by OFTEC for the purpose of providing a limited performance warranty for certain customers of OFTEC registered businesses.

WARRANTY COVER

These terms and conditions evidence that the Work (as defined below) carried out by an OFTEC registered business ("the installer") is protected by the OFTEC Workmanship Warranty Scheme, where ("the Installer") and/or the "Operative" (employed by "the Installer") hold all necessary valid qualifications and certificates and have registered onto an OFTEC competent persons scheme. This Warranty does not extend to Work carried out for which "the Installer" or "the Operative" are not registered for under the OFTEC competent person's scheme.

Subject to the required notification of the installation and payment of the appropriate notification fee to OFTEC and the undernoted terms and conditions the Workmanship Warranty remains in force for a period of six years from the date of installation. If a claim is made under the Warranty (which can only be made if the Installer is no longer trading or otherwise legally unable to carry out any necessary remedial work) then OFTEC will cover the costs of undertaking rectification of defective workmanship.

Work means:

- 1 Plumbing and heating installations where such work is covered by regional building regulations approved documents parts G and L in England and Wales or regional equivalents.
- 2 Installation of ventilation where such work is covered by the building regulations approved document part F (not including the installation of air conditioning) in England and Wales or regional equivalent.
- 3 Work carried out in respect of an installation where such work is covered by the building regulations approved document part J or regional equivalent.
- 4 Electrical work carried out in respect of the building regulations approved document part P in England and Wales or regional equivalent

In all cases the work is carried out in a residential dwelling (as defined below) and such residential dwelling is located within the United Kingdom, the Isle of Man and the Channel Islands.

TERMS AND CONDITIONS

- 1 Throughout the Workmanship Warranty period all liability for the Work or any repairs or rectification of the Work carried out by the Operative shall remain with the Installer.
- 2 The Installer and the Operative have no right whatsoever to make a claim under the OFTEC Workmanship Warranty Scheme. The only person who has such a right to make the claim for remedial work relating to the Work is the owner of the relevant installation.
- 3 This warranty only applies to Work that is carried out on premises that are residential dwellings (set out below for clarity).

Residential dwellings - a unit of residential accommodation, whether this is a sole or main residence used by a single person or people living together as a family or a residence used by not more than six people living together as a single household, including a household where care is provided for residents.

- 4 This Warranty will only apply to work which has been declared to OFTEC by the Installer or Operative in accordance with OFTEC's required notification procedure.
- 5 The maximum amount payable pursuant to this warranty shall not exceed ten thousand pounds (£10,000) including VAT excluding the first £200 in respect of all Work detailed on the building regulations compliance certificate.
- 6 This Warranty covers defective workmanship directly attributable to the installation work which is not compliant with applicable regional building regulations. The Warranty does not cover service and maintenance, manufacturers' defects, damage to third party property, death or injury to third parties or any other loss or damage including consequential and inconsequential loss or damage and damage to appliances installed by the Installer/Operative.
- 7 The Warranty also does not cover the clean-up, removal, treatment or replenishment of oil or water which spills or leaks as a consequence of the defective workmanship.
- 8 Loss or damage to pre-existing infrastructure which was not part of the defective installation is expressly excluded unless caused by the defective installation and which was non-compliant with Building Regulations,
- 9 OFTEC Warranty Limited's obligations pursuant to this Warranty are limited to:
 - a) Investigating, administering and upholding complaints concerning alleged defective work by customers of the Installer – such complaints should be notified to OFTEC by the customer in accordance with the procedure set out on the OFTEC website www.oftec.org or obtainable by telephoning 01473 626 298.
 - b) meeting the approved rectification costs of defective workmanship as defined under Warranty cover above.
- 10 OFTEC Warranty Limited (and OFTEC) shall not be liable either to the Installer/Operative or any customer for failing to make a complete or accurate assessment of any fault or defect in any Work that it is required to inspect pursuant to this Warranty
- 11 This Warranty does not cover work undertaken by technicians who are not registered with OFTEC at the time their work was undertaken.
- 12 These terms do not affect the Customer's legal rights against the Installer.

OFTEC Warranty Limited, Registered in England and Wales No: 09978150
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