

OFTEC workmanship warranty terms and conditions.



This Workmanship Warranty Certificate is issued by OFTEC Warranty Limited, a company established for the purpose of providing a limited performance warranty for certain customers of businesses registered with Oil Firing Technical Association Limited ("OFTEC"). It can only be used in conjunction with your building regulation Compliance Certificate issued by OFTEC which will display a unique reference number, registered installation company and registration number, work covered, date work undertaken and address where the work was undertaken.

WARRANTY COVER

1. Subject to the terms and conditions contained in this Certificate,
 - (1) the Work of Installation carried out by the named Registered Installer Business ("the Installer") on the building regulations Compliance Certificate is protected by the OFTEC Workmanship Warranty ("the Warranty"); and
 - (2) The Warranty covers Defective Workmanship directly relating to Work carried out by the Installer to which this Certificate applies; and
 - (3) OFTEC Warranty Limited will
 - (a) Investigate and administer any claim by the Warranty-holder concerning alleged defective workmanship of the Installer made pursuant to the procedure referred to in clause 7 below; and
 - (b) Pay the cost, up to the Maximum Sum, of undertaking work to rectify or repair any defect in an installation caused by such Defective Workmanship either to the Warranty-holder or (at the option of OFTEC Warranty Limited in its absolute discretion) on behalf of the Warranty-holder to the person or persons undertaking such work.
2. The Warranty will remain in force for a period of six years from the Date when the Work was undertaken as set out above.

DEFINITIONS

3. In this Certificate and for the purpose of the Warranty,
 - (1) Defective Workmanship' means Workmanship which does not comply with any standard imposed by the building regulations that apply to the Work at the time when it was performed or carried out;
 - (2) The 'Maximum Sum' means ten thousand pounds (£10,000) including VAT but excluding the first £200 in respect of all Work undertaken as detailed on the building regulations Compliance Certificate;
 - (3) Residential Dwelling' means a unit of residential accommodation, which is either 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) 'Warranty-holder' means the person with standing to make a claim as defined in clause 6.
 - (5) 'Work' means the activity of carrying out any of the following:
 - (a) Plumbing or heating installation where such work is covered by the Building Regulations approved documents parts G and L or regional equivalent.
 - (b) Installation of ventilation where such work is covered by the Building Regulations approved document part F (not including the installation of air conditioning) or regional equivalent
 - (c) Work in respect of an installation where such work is covered by the Building Regulations approved document part J or regional equivalent
 - (d) Electrical work where such work is covered by the Building Regulations approved document part P or regional equivalent
 - (6) Workmanship' means the performance or carrying out of any Work but does not include any product in respect of which or on or to which such Work is performed or carried out.

CONDITIONS

4. The Warranty only applies if
 - (1) the Installer [and/or the Operative (employed by the Installer)]
 - (a) holds all necessary valid qualifications and certificates; and
 - (b) has registered on the OFTEC competent persons scheme;
 - (2) the Installer has notified OFTEC of the installation and paid the appropriate notification fee to OFTEC; and
 - (3) the work is carried out in or to a Residential Dwelling located in the United Kingdom, the Isle of Man and the Channel Islands.

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5. A claim may only be made on this Warranty if

- (1) Where the Installer is a company, (i) an administrator is appointed or an administration order is made in respect of it, or (ii) it passes a resolution that it shall go into creditor's voluntary liquidation or (iii) a winding-up order is made in respect of it or (iv) it makes a company voluntary arrangement or (v) it becomes subject to any like formal insolvency procedure in this or any other jurisdiction or (v) is dissolved;
- (2) Where the Installer is an individual, (i) a bankruptcy order is made in respect of him or (ii) he makes an individual voluntary arrangement or (iii) he becomes subject to any like formal insolvency procedure in this or any other jurisdiction;
- (3) Where the Installer is a partnership or LLP or other entity, it becomes subject to any insolvency procedure of a kind mentioned above;
- (4) The Installer ceases to trade; or
- (5) The Installer is unable lawfully to carry out any necessary remedial work.

6. A claim may only be made pursuant to the Warranty by the owner for the time being of the Residential Dwelling in or to which the Work was carried out ("the Warranty-holder").

CLAIMS

7. Any claim must be made to OFTEC Warranty Limited by the Warranty-holder in accordance with the consumer complaint procedure set out on the OFTEC website www.oftec.org or obtainable by telephoning 01473 626 298.

EXTENT OF COVER

8. This Warranty does not cover any Work carried out by the Installer [or the Operative] which it [or he] is not registered to carry out under the OFTEC competent persons scheme at the time when the Work is carried out.

9. The Warranty does not cover

- (1) service and maintenance of any installations or parts of them;
- (2) any inherent or design defects in any installations or parts of them or any defects in any installations or parts of them caused by the manufacturer;
- (3) (to the extent permitted by law) liability to any third party for death or injury
- (4) liability for damage to the property of the Warranty-holder or any third party;
- (5) any consequential loss or damage or expense including any economic loss or damage or loss of profit;
- (6) any defect or matter or damage caused by a third party or occurring in consequence of any work done or modification made by a third party to any installation installed or Work done by or on behalf of the Installer;
- (7) any costs of or losses of any kind caused by the clean-up, removal, treatment or replenishment of any oil or water or other material which spills or leaks as a consequence of any Defective Workmanship by the Installer;
- (8) any loss or damage arising from or caused by the state or condition of any pre-existing installation or infrastructure; or
- (9) the cost of any upgrade to or over and above the Work which the Installer contracted to carry out.

EXCLUSIONS

10. The Installer [and the Operative] has no right whatsoever to make a claim under this Warranty.

11. OFTEC Warranty Limited shall not be liable either to the Installer [or the Operative] or the Warranty-holder or the Installer's customer or any other person 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 the Warranty.

12. OFTEC shall not under any circumstance be liable to any person by reason of or pursuant to this Warranty.

GENERAL MATTERS

13. This Warranty does not affect

- (1) any obligation or liability of the Installer for the Work or any repairs or rectification of the Work carried out by the Installer or any employee or contractor or agent of the Installer;
- (2) any legal rights of the Installer's customer against the Installer; or
- (3) any manufacturer's or other guarantee or warranty.

14. This Warranty is governed by English law and any proceedings against OFTEC Warranty Limited relating to it may only be brought in the courts of England and Wales.

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

Registered Address: Foxwood House, Dobbs Lane, Kesgrave, Ipswich. IP5 2QQ. Tel: 01473 626 298.

