

28 September 2022

Transferred Guarantee Terms and Conditions

The guarantees (The 'Products')

Products manufactured and supplied by Johnson & Starley Ltd (The 'Company') are guaranteed against material or manufacturing faults for the duration of the guarantee periods specified, subject to the following terms and conditions being met.

The transfer of guarantees due to a property sale is solely at the discretion of Johnson & Starley Ltd (The 'Company')

Transfer of guarantee must be requested no later than 30 days from the completion of sale/purchase of the property.

Requests for transfer must be accompanied by:

- Initial confirmation of registration letter
- Proof of full service history where applicable.
- Outside of the above transfers will not be accepted

Where a transfer is successful, any remaining years will be transferred over to the current guarantee terms and conditions. QuanTec Boilers will be amended to bring them in line with all other 'products'.

WarmCair Warm Air Heaters	(Years 1-2 Parts and Labour, Years 3-5 Parts only)
Aquair HIU 5 Years,	(Years 1-2 Parts and Labour, Years 3-5 Parts only)
QuanTec Boilers	(Years 1-2 Parts and Labour, Years 3-5 Parts only)
QuanTec Boilers 'contract'	(Years 1-2 Parts and Labour, Years 3-5 Parts only)

Example - Should the 'product' be 2 years old upon completion of the property sale, then the remaining 3 years of the guarantee will be on a parts only basis subject to Johnson & Starley Ltd (The 'Company') being satisfied that all the initial terms and conditions of the guarantee were met.

'Products' older than 5 years are non transferable.

Terms and Conditions

1. The product must be purchased and installed in Mainland Great Britain.
2. The product must be installed and commissioned by a Gas Safe Registered Installer (WarmCair requires additional DAH1) and in accordance with the installation instructions supplied with the product and must meet with the requirements of the Benchmark initiative if applicable.
 - a. BS 5864:2010 Installation and maintenance of gas-fired ducted air heaters of rated heat input not exceeding 70kW net (2nd and 3rd family gases)
 - b. Approved document L building regulations
 - c. The Water Supply (Water Fittings) Regulations.
 - d. BS 7593 Code of practice for the preparation, commissioning and maintenance of domestic central heating and cooling water systems.
3. The product must have been registered within 30 days of installation by post or via the internet, unless the installation is made more than six months from the date on which the product was dispatched by us, in which case the guarantee period will commence six months from the date of manufacture.
4. The 3 part Benchmark commissioning Checklist must have been completed in full and meeting the criteria required within the Installation, Commissioning and Servicing Instructions. The white copy returned to Johnson & Starley within 30 days of installation. (Not applicable to Aquair Range)
5. Failure to correctly/fully complete the Benchmark commissioning Checklist will have resulted in Johnson & Starley Ltd reserving the right to refuse any guarantee claim that relates to the incorrect/incomplete or missing information. The Installer is legally required to complete a commissioning checklist as a means of complying with the appropriate Building Regulations (England & Wales)
6. Failure to comply with points 1-3 & 8 will have resulted in the guarantee becoming void
7. Failure to comply with points 3-4 & 9 -10 will have resulted in the guarantee reverting to the standard 12 months or being reduced to a limited cover.
8. The fitting of any Non Open Therm Controller to any of the WarmCair C range of warm air heaters will invalidate the guarantee immediately. The fitting of this type of controller can cause severe damage to the heat exchanger and under no circumstances should be used.
9. The product must be protected by the installation of a filter. A Magnetic & Non Magnetic filtration system MUST be fitted on all returns to the appliance.

10. Appropriate inhibitor must be used as described in the Johnson & Starley installation instructions. A water sample may be required in the event of a system/product failure.
11. This product must only be used in a domestic or light commercial environment (light commercial is defined as a semi domestic/commercial environment, including hair salons, small shops, pubs etc.)
12. Under no circumstances should the product be removed/moved once installed unless prior authorisation has been supplied by Johnson & Starley Ltd. Any product moved from the original installation place will not be covered under any guarantee.
13. At the end of each 12 month period the product must be maintained in accordance with the Johnson & Starley manufacturer's user instructions and serviced annually by a Gas Safe Registered Installer. Should this condition not be met the appliance guarantee will become void.
14. Should a repair under guarantee be requested and the unit is found to no longer be covered under that guarantee then the works will become chargeable.
15. Years 1-2 of the guarantee period, and subject to the product meeting the guarantee criteria, any product or component that is proved to be faulty or defective due to manufacturing process, will be repaired or replaced free of parts and labour charge, providing that we Johnson & Starley Ltd have authorised it in writing or have carried out the replacement/repair.
16. Years 3-5 of the guarantee period and subject to the product meeting the guarantee criteria, parts only will be replaced FOC to the customer, subject to the claim being authorised by Johnson & Starley Ltd prior to the repair being undertaken. The work(s) must be carried out by a warm air qualified Gas Safe Registered engineer. (Labour costs are not covered under this section of the guarantee and must be met by the customer).
17. It is the customer's responsibility to arrange their own Gas Safe Engineer under the parts only section of the guarantee and liaise accordingly with them. Johnson & Starley accept no responsibility for the work of any Gas Safe Engineers.
18. Parts must be supplied direct from Johnson & Starley Ltd unless prior arrangements have been made at the time of Authorisation.
19. Should any parts be fitted by anyone other than a DAH1 qualified Gas Safe Engineer then the remaining guarantee is void.
20. Parts supplied under the 'Parts only Guarantee' are chargeable to the Installer and a **credit to the installer** will be raised upon receipt of the faulty part to Johnson & Starley Ltd.

21. No credits will not be raised unless prior authorisation for the repair was given by Johnson & Starley Ltd
22. Parts supplied by Johnson & Starley come with a 12 month guarantee.
23. Heat Exchangers qualify for the 2 years Parts and Labour and 3 years parts guarantee only with no exceptions.
24. Invoices for attendance, repair or parts for costs incurred by the use of any third party who undertakes any work on, or the fitting of parts to any Johnson & Starley Ltd product, unless we (Johnson & Starley Ltd) have authorised this ourselves in writing for such work to be carried out will not be paid.
25. Under no circumstances will the guarantee period be extended on any product or part even if we (Johnson & Starley Ltd) have carried out the work. Replacement products and parts are guaranteed for the period of the original deliverable guarantee.
26. Any product or part replaced or removed under guarantee will become the property of Johnson & Starley Ltd.
27. No claims outside of the guarantee period will be accepted, any claim must be made within the specified guarantee period.
28. The product must be fully accessible for an engineer to work on. It is not the responsibility of the engineer to remove cupboards, furniture, white goods or other obstructions in order to service or repair the product.
29. You must comply with our service engineer appointment terms and conditions if any engineer needs to attend.
30. In the unlikely event of a complete product failure, no replacement product will be offered. (This applies to transferred guarantees only)
31. **Notwithstanding company law the decision of Johnson & Starley Ltd is final.**

Manufacturer's Guarantee does not apply to (and therefore could be chargeable work)

- Consumables as specified by us including but not limited to: hoses, gaskets, Ignitors, electrodes and batteries.
- Gas lines to the product, plugs or cables.
- Damage caused by the fitting of non-compatible controllers
- Any labour costs incurred after the initial 2 year guarantee
- Flue including terminals and flashings or other weather sealants.
- Radiators and other space heating equipment, external water, gas lines/services, external electric wiring, external pumps, flue-ways, fire valves, filters, water and oil storage tanks.
- Damage caused by faulty installation, theft, tampering, neglect, misuse, accident, fire, flood, explosion, lightning, storms, frost or other bad weather conditions, or any other external factors.
- Failing to comply with Johnson & Starley manufacturer's user instructions.
- Damage caused as a result of scale or debris in the system.
- Damage as a result of sludge or blockages.
- Any unauthorised adjustments made to the product by a third party.
- Any upgrading/improvement work required as a result of legislation, (Health & Safety or otherwise) or to meet current standards.
- Servicing and its associated costs.
- De-scaling and chemical cleansing/flushing.
- Theft or vandalism.
- Self-maintenance tasks such as bleeding and re-pressurising the system.
- Products installed on boats, caravans, houseboats.
- Mini expansion vessels.
- Heater failure caused as a result of frozen condensate pipes/wastes.
- Any claims against noise resulting from anything other than a faulty component.

**Johnson & Starley reserve the right to amend or change the guarantee periods and their terms and conditions at any time without notice*