

SCHEDULE 3

Article 2

Qualifying warranties for replacement boilers

1. The requirements for a qualifying warranty are as follows.
2. Subject to paragraphs 3 and 4, the warranty must provide for the rectification, without any charge to a consumer, of all problems which affect the functioning of the boiler or the heating system it serves and which—
 - (a) relate to its installation or design; and
 - (b) are notified to the person providing the warranty within 1 year of the replacement boiler being installed.
3. The warranty is not required to provide for the rectification of a problem which—
 - (a) is covered by a warranty provided by the manufacturer of the replacement boiler; or
 - (b) arises after the replacement boiler is installed where that problem arises from one or more of—
 - (i) negligence;
 - (ii) accident;
 - (iii) misuse of the replacement boiler;
 - (iv) repair of the replacement boiler,by a person other than a person described in paragraph 4.
4. The following persons are referred to in paragraph 3(b)—
 - (a) the person who installed the replacement boiler;
 - (b) the person providing the warranty;
 - (c) a person acting on behalf of a person in sub-paragraph (a) or (b).
5. The warranty must be accompanied by a declaration from the occupier of the premises that, in that person's knowledge, no consumer has been charged for the warranty.
6. In paragraph (2)(a), "design", in relation to a boiler, means the suitability of the boiler for the heating system it is intended to serve.