

SCHEDULE 3

Article 18

Requirements for warranties for boiler installations

1. The requirements referred to in article 18(1)(d)(ii) for a warranty are as follows.
2. Subject to paragraph 3, 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 its suitability for the heating system it serves; and
 - (b) are notified to the person providing the warranty within 1 year of the 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 boiler; or
 - (b) arises after the boiler is installed where that problem arises from one or more of—
 - (i) negligence of a third party;
 - (ii) accident caused by a third party;
 - (iii) misuse of the boiler by a third party;
 - (iv) repair of the boiler by a third party.
4. In paragraph 3, “third party” means a person other than—
 - (a) the person who installed the boiler;
 - (b) the person providing the warranty; or
 - (c) a person acting on behalf of a person in sub-paragraph (a) or (b).
5. The warranty must be accompanied by confirmation in writing from an occupier of the domestic premises at which the boiler is installed that, to that person’s knowledge, no consumer has been charged for the warranty.