

## HeatCare - Central Heating Maintenance Service Contract

### 1. INTRODUCTION

These Terms and Conditions set out an **agreement** under which, subject to certain limitations and qualifications as detailed below, **we** aim to provide a safe and efficient service to maintain and repair **your central heating system** at **your property**. These Terms and Conditions apply to the **agreement** between **you** and **us**. Please read this document carefully, together with **your agreement summary**, so that **you** fully understand the contract provided and what **you** can expect from **your** HeatCare contract with South West Plumbing. If **you** have any questions, please call **us** on 01803 615000.

### 2. DOCUMENTATION

**Your agreement summary** confirms **your agreement** number, **your** details, the **property** address covered by the **agreement**, the **boiler** details, the **central heating system** details, any items excluded from cover and the price payable by **you** for the HeatCare contract.

### 3. DEFINITIONS

Where the following words and phrases appear in these terms and conditions, they will have the following meanings. Where relevant, the plural can be taken to mean the singular and the singular can be taken to mean the plural.

**“Agreement”** means this contract between **you** and **us** whereby **we** are agreeing to fulfil and meet the terms contained therein and **you** are agreeing to meet **your** obligations therein.

**“Agreement Summary”** means the simplified breakdown of **your** cover, which forms part of this **agreement**.

**“Beyond Economical Repair”** means the point at which **we** estimate that the cost of the **parts** and **labour** required to carry out a repair exceeds the residual value of **your boiler** by reference to its age, condition and type.

**“Boiler”** means the **boiler** that is used to heat **your property** which **we** have agreed to maintain under this **agreement**, including all manufacturer fitted components within the **boiler**, the associated **controls**, the first metre of flue pipe including the flue terminal and the condensate pipework. It shall not include any other boiler located at the **property**.

**“Boiler Service”** means a Gas Safety Check and service of **your** gas-fired **boiler** to statutory requirements, manufacturer's recommendations and relevant codes of practice. This will be carried by a Gas Safe Registered **engineer** as part of the **initial inspection** and annually thereafter. Relevant certificates are produced upon completion of each **boiler service** if required.

**“Breakdown”** means the sudden or unforeseen electrical or mechanical malfunction of the domestic gas-fired **central heating system** which renders the system inoperable, or when any component of the **central heating system** is leaking or when two or more radiators are not working effectively.

“**Central Heating System**” means the gas-fired **central heating system** at the **property** including the **boiler**, time & temperature **controls**, pumps, motorised valves, radiators, radiator valves, system pipework, hot water cylinder, feed & expansion tank, filling loop and expansion vessel. If there is more than one **boiler** or **central heating system** at the **property**, this **agreement** applies only to one system, as detailed in the **agreement summary**.

“**Commencement Date**” means the date upon which the **initial inspection** is carried out by **us** and **you** become registered as a HeatCare customer with South West Plumbing.

“**Controls**” means any programmer, time clock, room thermostat, cylinder thermostat or frost thermostat connected to the **central heating system**.

“**Engineer**” means a qualified and approved Gas Safe Registered **engineer**. In the majority of cases the **engineer** will be a direct employee of South West Plumbing. During busy periods **we** may authorise a suitably qualified contractor to carry out the work on **our** behalf.

“**Initial Inspection**” means a physical check of the **boiler** and **central heating system** covered by the **agreement** to identify any pre-existing faults. This inspection is subject to clause 6 of this **agreement**.

“**Labour**” means the work carried out by the **engineer** to carry out a repair to the **central heating system** at **your property**.

“**Part**” means any item that is commonly used in the heating industry to carry out a repair to the **central heating system** at **your property**.

“**Period of Agreement**” means the length of time for which **your agreement** is to subsist.

“**Property**” means the private domestic dwelling as detailed in **your agreement summary** along with any covered garage or outbuilding directly attached to the dwelling. It excludes outside areas, such as detached garages, detached outbuildings, gardens and driveways.

“**We/Us/Our**” means South West Plumbing Services Ltd. (company registered no. 4638838) whose registered office is at Haldon House, 4 Castle Road, Torquay, TQ1 3BG.

“**You/Your**” means the person named in **your agreement summary**, together with the members of **your** household who normally live with **you**.

## 4. WHAT'S INCLUDED

**Your agreement** includes the following:

4.1 After 12 months from the **commencement date**, one **boiler service** will be carried out within each continuous 12 month period.

4.2 In the event of a **breakdown** of **your central heating system**, **we** will arrange an appointment within 24 hours for one of **our engineers** to attend **your property** to carry out a repair, unless it is impossible because of circumstances beyond **our** control.

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4.3 If **your boiler** is less than 7 years old and in **our** opinion it is **beyond economic repair**, or **we** cannot readily obtain spare **parts**, **we** will replace **your boiler** with an equivalent replacement boiler; specified, supplied and fitted by **us**. The replacement of the **boiler** includes the cost of installing it but does not include the cost of any upgrades required to **your central heating system** that **you** may request or which are required by legislation; or the cost of relocating the **boiler**. **We** will only use information provided by the manufacturer of the **boiler** to determine the actual age of the appliance.

4.4 If **your boiler** is over 7 years old and in **our** opinion it is **beyond economical repair**, or **we** cannot readily obtain spare **parts**, **we** will provide a discount of £200 (including VAT) towards the complete cost of an equivalent replacement boiler; specified, supplied and fitted by **us**.

4.5 If a power-flush is recommended by **us** and carried out by **us**, at **your** expense, then any subsequent power-flushing that **we** determine is necessary within the following 5 years will be carried out by **us** without further charge to **you**, providing that **you** have retained continuous HeatCare cover with **us**.

4.6 **We** will use **our** best endeavours to repair **your central heating system** in the event of a **breakdown of your central heating system** or where the **breakdown** is resulting in material damage to the **property** or its contents or is likely to do so, or is creating an unreasonable risk to health and safety, subject to any exclusions under clause 5 of this **agreement**.

4.7 All **labour**, **parts** and materials for repairs and access costs are included up to a maximum of £1,000 (including VAT) for each **breakdown** (whether such **breakdown** requires one or more visits to complete.)

4.8 All **parts** will be suitable and of sufficient quality to carry out the repairs, subject to clause 8 of this **agreement**.

4.9 **We** will provide a customer help line which is available 24 hours a day, 365 days a year.

## 5. EXCLUSIONS

**Your agreement** does not include the following:

5.1 Any repairs or upgrades required as a result of pre-existing faults which existed before the **agreement** was entered into, or existing faults which **we** were unable to identify on **our initial inspection** of the **central heating system**, using reasonable care and skill.

5.2 Maintenance or repairs to the **central heating system** following the expiry of a 30 day time limit for rectifying any existing defects identified during the **initial inspection**.

5.3 Repairs or upgrades required as a result of the **initial inspection**, or to improve the performance of the **central heating system**, including bringing it up to current standards.

5.4 Any repairs or upgrades required as a result of design faults which existed before the **agreement** was entered into.

5.5 Maintenance or repairs to solar hot water systems, warm air systems, heat pumps, systems not fuelled by natural gas (for example, LPG, oil, electricity, biomass, solid fuel etc.) or any boiler over 70kW and/or not designed for domestic use.

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- 5.6 Maintenance or repairs to any other appliances at the **property** (for example, cookers, hobs, wall heaters, stoves, gas fires.)
- 5.7 Maintenance or repairs to **your boiler** if it is **beyond economical repair**, or repairs to **your boiler** where spare **parts** are not readily available from a UK supplier, subject to clauses 4.3 and 4.4 of this **agreement**.
- 5.8 Power-flushing or the physical removal of lime-scale, sludge or other deposits from the **central heating system**, subject to clause 4.5 of this **agreement**.
- 5.9 Repairing damage caused by scale, sludge or other debris if **we** have advised **you** that permanent repairs, improvements or a power-flush are required and **you** have not taken the recommended action.
- 5.10 Repairing or replacing flues, including the flue terminal, that are over 1 metre in length or which fail to comply with current standards.
- 5.11 Repairing or replacing **parts** of **your central heating system** and **controls** that are specifically designed for underfloor heating or swimming pools.
- 5.12 Repairing or replacing hot water cylinders with a capacity above 150 litres, unvented hot water cylinders, combination hot water cylinders, solar hot water cylinders, thermal storage units, immersion heaters, secondary hot water circulation pumps or booster pumps.
- 5.13 Repairing or replacing domestic cold water storage tanks, cold water supply and distribution pipes or hot water distribution pipes.
- 5.14 Repairing or replacing cast iron radiators, designer radiators or fan assisted convectors.
- 5.15 Repairing or replacing any steel, iron, lead or non-approved plastic pipes.
- 5.16 Repairing or replacing any **parts** that do not affect how the **central heating system** operates, or any decorative or specialist **parts**.
- 5.17 Topping up of corrosion inhibitor levels (unless **we** have drained down the **central heating system** to carry out a repair.)
- 5.18 Replacing any batteries required for **your controls**.
- 5.19 Resetting **controls**, such as thermostats and programmers following wintertime or summertime changes (unless carried out during a scheduled **boiler service**.)
- 5.20 Repairing or replacing internet connected heating control equipment (unless it was installed by **us**.)
- 5.21 Removal of asbestos associated with repairing **your central heating system**. When **you** have had any asbestos removed, **you** must provide **us** with a clean air certificate before **we** can do any further work at **your property**.
- 5.22 Any loss or damage to **your property** as a result of **your central heating system** breaking or failing, including any cleaning required or any damage to fixtures or furniture (for example, damage caused by water leaks.)
- 5.23 Any repairs required because of intentional or accidental damage by **you** or any third party.

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5.24 Any repairs required because of flood, storms, freezing, lightning, fire, accident, explosion, subsidence or any other extraneous cause.

### 6. INITIAL INSPECTION

6.1 At the commencement of **your agreement**, **we** will carry out an **initial inspection** of **your central heating system** to make sure it is safe, in good working order, compliant with current standards and to identify any pre-existing problems. The **initial inspection** is chargeable at **our** standard **boiler service** rates. If the **initial inspection** reveals an existing fault or issue, **we** may:

6.1.1 advise **you** what work is required and what the cost to **you** will be, including **parts** and **labour**; or

6.1.2 if **you** decide not to rectify the existing fault or issue, **we** may cancel the **agreement** in accordance with clause 11 of this **agreement**.

6.1.3 advise **you** that **your boiler** or **central heating system** is not approved by **us** as a make or type **we** are willing to support.

6.2 Any defects identified during the **initial inspection** must be rectified within 30 days, subject to clause 11 of this **agreement**.

6.3 **We** may not carry out an **initial inspection** if **we** have already carried one out at the **property** (irrespective of change of ownership) within the preceding 12 months.

### 7. ANNUAL SERVICE

**Your agreement** includes an annual **boiler service**. **We** will let **you** know when it is time to carry out the annual **boiler service**. **We** will normally carry out only one **boiler service** at a **property** (irrespective of change of ownership) in any 12 month period. **We** will then carry out a **boiler service** around the same time each year where possible, subject to the continuation of **your agreement** with **us**. **We** usually aim to carry out servicing between the months of January and September, however this will depend on **our** workload and **your** availability. **You** can also call **us** at any time to arrange or rearrange **your** annual **boiler service** if it is due.

### 8. SPARE PARTS

If **our engineer** does not carry the spare **parts** required for **your breakdown**, **we** will do all **we** reasonably can to source the **parts** the following working day from **our** approved suppliers. **We** may use other approved **parts**, or **parts** that have been reconditioned by the original manufacturer or by approved third parties.

### 9. ACCESS

9.1 It is **your** responsibility to ensure that **our engineer** can safely access **your boiler** and **central heating system** in order to carry out servicing and repairs (other than repairs to hidden pipework buried in the walls, floors or ceilings.) Should **our engineer** be required to carry out any such access work (for example; the removal of

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cupboards, kitchen units, flooring and/or floor coverings), **we** shall not be held liable for any damage caused as a result and **we** will not be required to replace or reconstruct any such cupboards, units or flooring.

9.2 **We** will fill in any holes and leave the surface level if **we** have had to make access in order to carry out a repair, however, **we** will not replace the original surface or construction (for example, redecoration). If the original surface or construction was damaged as a result of the fault, for example a water leak, **we** will not replace the original surface.

9.3 Should specialist access equipment be required (for example, scaffolding) to safely access any part of **your central heating system** or flue, in order to carry out a repair or replacement, **you** will be liable for the hire costs of such equipment.

## 10. APPOINTMENTS

10.1 **Our engineer** will only work in **your property** if there is someone present who is aged 18 or over.

10.2 It is **your** responsibility to allow **us** access to **your property**. If **we** cannot gain access, **we** will not be able to carry out the necessary work and **you** will need to arrange another appointment. If **you** do not arrange an appointment or **we** cannot gain access, **your agreement** will continue even though **we** have not been able to carry out the work.

10.3 If, after several attempts, **we** have been unable to make an appointment or **we** still cannot gain access, **we** may write to **you** to let **you** know that **we** have cancelled **your agreement** in accordance with clause 11 of this **agreement**.

10.4 If **we** cannot gain access to **your property** for an appointment time-slot that **you** have agreed to, **we** may charge **you** an abortive call out fee of £30.00 (including VAT.)

## 10. YOUR RIGHT TO CANCEL

10.1 **You** may cancel **your agreement** at any time as long as **you** let **us** know by calling 01803 615000 or by contacting **us** by email at [info@swpsl.co.uk](mailto:info@swpsl.co.uk) or in writing to The White House, Broomhill Way, Torquay, TQ2 7QL.

10.2 Cancelling **your** Direct Debit without contacting **us** will not mean **you** have cancelled **your agreement**. If **you** do not inform **us** that **you** wish to cancel and **your** Direct Debit payment is rejected, **we** will attempt to contact **you** to rectify **your** account. If **we** do not hear from **you** following contact, and the outstanding payment is not made, **we** will cancel **your agreement** not less than 30 days after the date **we** were first notified payment was not received.

10.3 If **you** cancel within the first 14 days of **your agreement**, **we** will give **you** a full refund of any money **you** have paid, unless **we** have carried out work, in which case a cancellation charge will apply. The cancellation charge shall be calculated as the cost of any work **we** have carried out or attempted to carry out during the **period of agreement**, calculated using **our** standard rates.

10.4 If **you** cancel after the first 14 days of **your agreement**, **we** will cancel **your agreement** at the end of the month in which **you** notify **us**. **We** will then provide a refund of any money **you** have paid for the time left to run in

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*your* current **period of agreement**, unless **we** have carried out work, in which case a cancellation charge will apply. The cancellation charge shall be calculated as the cost of any work **we** have carried out or attempted to carry out during the **period of agreement**, calculated using **our** standard rates.

10.5 Section 10.4 shall not apply where *you* have cancelled the **agreement** because **we** have failed to fulfil **our** obligations set out in these Terms and Conditions in a material way.

### 11. OUR RIGHT TO CANCEL

11.1 **We** may cancel *your agreement* in the following circumstances:

11.1.1 If *you* have given **us** false information.

11.1.2 If *you* do not make an agreed payment.

11.1.3 If **we** find something wrong at the **initial inspection**.

11.1.4 If *your boiler* or **central heating system** is not approved by **us** as a make or type **we** are willing to support.

11.1.5 If **we** consider that *your boiler* or **central heating system** is too old and/or unreliable.

11.1.6 If there are health and safety issues.

11.1.7 If *you* are physically violent or verbally abusive to **our engineer** or any other employee.

11.1.8 If *you* do not allow **us** access to *your property* when required to inspect or carry out work on *your central heating system*.

11.1.9 If **we** are not reasonably able to find **parts** for *your central heating system*.

11.1.10 If improvements to *your central heating system*, that **we** have told *you* are needed, are not completed.

11.2 If **we** cancel *your agreement* at any time after *your initial inspection*, **we** will refund any payments *you* have made for the time left to run in *your* current **period of agreement**, unless **we** have carried out work, in which case a cancellation charge will apply. The cancellation charge shall be calculated as the cost of any work **we** have carried out or attempted to carry out during the **period of agreement**, calculated using **our** standard rates.

### 12. DURATION OF AGREEMENT

Notwithstanding any contradictions within this **agreement**, the minimum duration of this **agreement** will be 12 months.

### 13. ALTERATION OF TERMS

13.1 **We** reserve the right to change the terms and conditions of service under this **agreement** from time to time as is deemed necessary.

13.2 Within 30 days of any changes, **we** will supply *you* with an addendum to the terms and conditions.

13.3 If *you* find any amendments to the terms and conditions unacceptable, *you* may cancel *your agreement*, subject to clause 10 of this **agreement**.

13.4 **Your** continued receipt of service shall be deemed to indicate *your* acceptance of these terms and conditions and any amendments thereto.

## 14. COMPLAINTS

14.1 If **you** have any complaint **you** must submit it to **us** by email at [info@swpsl.co.uk](mailto:info@swpsl.co.uk) or in writing to The White House, Broomhill Way, Torquay, TQ2 7QL within 28 days. **We** will not consider any complaint made after 28 days.

14.2 **We** will aim to address **your** complaint through an informed dialogue between **you** and **ourselves**.

14.5 **We** will aim to resolve **your** complaint within 7 days of receiving **your** complaint.

## 15. GOVERNING LAW AND JURISDICTION

This **agreement** and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this **agreement** or its subject matter or formation (including non-contractual disputes or claims.)

## 16. ENTIRE AGREEMENT

16.1 This **agreement** constitutes the entire **agreement** between the parties.

16.2 Each party acknowledges that, in entering into this **agreement**, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this **agreement**.

16.3 Nothing in this clause shall limit or exclude any liability for fraud.

## OUR DETAILS

Company Name: South West Plumbing Services Ltd.

Trading Name: South West Plumbing Heating & Renewables

Trading Address: The White House, Broomhill Way, Torquay, TQ2 7QL

Phone Number: 01803 615000

Email Address: [info@swpsl.co.uk](mailto:info@swpsl.co.uk)

Gas Safe Registration Number: 125561

VAT Registration Number: 679 6141 92

Company Registration Number: 4638838

Registered Office Address: Haldon House, 4 Castle Road, Torquay, TQ21 3BG