

## HeatCare - Appliance 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 safely and efficiently provide an annual **appliance service** to all **appliances** listed in **your** contract 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** contact details, the **property** address covered by the **agreement**, the **appliance** details covered by the **agreement** 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**.

**“Appliance”** means a gas or oil-fired **boiler**, gas fire, gas hob, gas wall heater, gas water heater, solar thermal system or unvented hot water cylinder.

**“Appliance Service”** means a service and/or Gas Safety Check of **your appliance** 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 gas **appliance service** if requested.

**“Boiler”** means the gas **boiler** that is used to heat **your property** which **we** have agreed to service annually under this **agreement**.

**“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.

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

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“**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 **appliance** covered by the **agreement** to identify any pre-existing faults. This inspection is subject to clause 6 of this **agreement**.

“**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**, an **appliance service** on each **appliance** listed in your HeatCare contract will be carried out up to 21 days before or after the anniversary date of your last **appliance service**.
- 4.2 Priority appointment booking in the event of an appliance breakdown (chargeable at our standard rates).
- 4.3 **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 to any of the **appliances** listed in **your** HeatCare contract.
- 5.2 Any repairs to **your central heating system**, domestic cold water storage tanks, cold water supply and distribution pipes or hot water distribution pipes.
- 5.3 Topping up of corrosion inhibitor levels
- 5.4 Replacing any batteries required for **your controls**.
- 5.5 Resetting **controls**, such as thermostats and programmers following wintertime or summertime changes (unless carried out during a scheduled **appliance service**).

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5.6 Removal of asbestos associated with servicing **your appliances**. 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**.

5.7 Any loss or damage to **your property** as a result of **your appliances** or **central heating system** breaking or failing, including any cleaning required or any damage to fixtures or furniture (for example, damage caused by water leaks).

## 6. INITIAL INSPECTION

6.1 At the commencement of **your agreement**, **we** will carry out an **initial inspection** of **your appliance** 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 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.

6.1.2 advise **you** that **your appliance** 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**.

## 7. ANNUAL SERVICE

**Your agreement** includes an annual **appliance service** for all **appliances** listed on **your** HeatCare contract. **We** will let you know when it is time to carry out the annual **appliance service**. **We** will normally carry out only one **appliance service** to each **appliance** listed on your HeatCare contract at a **property** (irrespective of change of ownership) in any 12 month period. **We** will carry out **your appliance service** up to 21 days before or after the anniversary date of **your last appliance service**, 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.

## 8. ACCESS

8.1 It is **your** responsibility to ensure that **our engineer** can safely access **your appliances** in order to carry out the annual **appliance service**. Should **our engineer** be required to carry out any such access work (for example; the removal of 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. In addition **you** will be charged on a time and materials basis to carry out such work.

## 9. APPOINTMENTS

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

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9.2 It is **your** responsibility to allow **us** access to **your property**. If **we** cannot gain access, **we** will not be able to service **your appliances** 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 **annual service**.

9.3 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; South West Plumbing Services, 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 **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:

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

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

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

11.5 If **your appliances** are not approved by **us** as a make or type **we** are willing to support.

11.6 If there are health and safety issues.

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

11.8 If improvements to **your appliances** that **we** have told **you** are needed, are not completed.

## 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; South West Plumbing Services, 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**.

14.3 **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.



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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