About these Terms and Conditions:

Section 1 sets out the definitions used throughout these Terms and Conditions

. Section 2 relates to Service Plans.

Section 3 relates only to Plans which include monitoring of your boiler.

Section 4 applies generally to all Works, carried out either under a Service Plan or further to a Quote.

Section 1Definitions

a. 'Add-on Item' means a Gas Fire Service Plan and/or Gas Cooker Service Plan and/or Unvented Cylinder Service Plan and/or the provision of a Landlord's Gas Safety Certificate in conjunction with a Plan.

b. 'Call-Out Fees' means the per-incident fees payable in respect of any maintenance callouts under your Plan(s) which are not expressly included in your Plan description. These fees are payable in addition to the monthly fee for the Plan(s) shown in the documentation.

c. 'Fees' means the fees payable to us by you for the provision of the Works as set out in the Service Plans (including Call-Out Fees), or for the provision of the Works as set out in a Quote.

d. 'Plan(s)' means the service or maintenance Service Plan(s), described in the documents which you have made a successful application to join, we have confirmed to you in writing or by email has commenced, and which has not been terminated.

e. 'Quote' means any quote which we issue to you and you accept, for products and services outside of those included in a Plan, as well as any changes to that Quote which we and you agree or confirm in writing or by email.

f. 'TradeHelp' means TradeHelp Ltd of Marchwiel Centre, Bryn Lane, Wrexham, LL13 9UT, who are our software provider and data processor of data connected with our management of your Plan(s), and are a data controller in respect of monitoring data accessed in connection with any Plan which includes monitoring of your boiler.

g. 'Us', 'we' and 'our' refers to the heating installation and repair company from whom you receive your Plan documents. h. 'Works' means any installation, repair or servicing works carried out by us further to a Quote or as included under the terms of a Plan. i. 'You' and 'your' refers to you, the person whose application to join one or more of the Plan(s) has been accepted by us.

Section 2 – Conditions applicable to Service Plans

1) Service Plan Eligibility

a. You can apply for a Plan which includes servicing only if:

i) you have one domestic (up to 70Kw) condensing gas central heating boiler.

ii) you live in the area we cover (please contact us for details).

iii) you are aged 18 or over, and are the owner or owner-occupier of the property in respect of which you require the Plan.

iv) the property in question has 5 or fewer bedrooms.

v) in the case of a servicing Plan for an Add-on Item, you also apply for a Plan which is not only for an Add-on Item.

c. Additionally, you can apply for a Plan which which includes monitoring of your boiler only if:

i) you already have a qualifying open-therm boiler and thermostat installed, or will be having these installed by us (please contact us for details).

ii) you register your qualifying thermostat with the thermostat manufacturer.

iii) you provide your consent to the thermostat manufacturer for the sharing of data from the boiler and thermostat.

d. Additionally, you can apply for a Plan which includes boiler or system care only if:

i) your domestic (up to 70Kw) condensing gas central heating boiler has a circular flue, is under 16 years old and doesn't need to be removed from the wall to be repaired.

ii) your boiler and heating system are safe and in good working order (see paragraph 3b below).

e. At our discretion, we can provide a bespoke quote for your Plan(s) if your property has more than 5 bedrooms. We reserve the right to quote a higher price than the Fees shown in the Plan document in such cases, and in any other situation where the heating system in your property will make it more difficult or expensive for us to service and/or maintain your products.

f. We reserve the right to refuse any application for a Plan, or to cancel any Plan, without giving a reason. Your Plan(s) will only commence once we confirm in writing that you have been accepted onto the Plan.

g. Any Plan is specific to the boiler installed in the property at the commencement of the Plan. If your boiler is changed during a Plan (other than by us) you must immediately inform us and we may, at our sole discretion, either amend or cancel the Plan.

h. Our Plans are designed for owned properties only and will automatically terminate on the date you sell your property. In this case, both your and our obligations under any Plan will cease and you will not be entitled to a refund of any of the Fees you have already paid.

2) Inclusions and Exclusions

a. A list of what is included in each Plan is set out in the Plan documents description.

b. The Plan enables you to spread the cost of servicing your boiler and controls over a 12 month period. If you cancel your Plan prior to your next service we will not refund you any monies that you have paid up to that point. Please see paragraph 5 below for more details.

c. Each year we will contact you when the annual service is due, to arrange to visit your property and perform an annual service on your boiler and controls to ensure that it is working efficiently. In the event that we do not manage to contact you or you do not hear anything within this time period, you should arrange it by calling us. If you do not contact us and/or permit us access to carry out the service within 60 days of the service due date, you will not be entitled to a service under your Plan until the following year. The annual service will be carried out to statutory requirements and, where available, in accordance with the manufacturer's recommendations. Subsequent annual services will be carried out on or around the anniversary of the preceding annual service.

d. At any time after the first 12 months of your Plan, we reserve the right to alter the price and/or inclusions/exclusions of your Plan by providing a minimum of 7 days' written notice to you.

e. Where your Plan includes boiler care we will also repair your boiler, boiler parts or heating controls, where we are able to do so and where these are not beyond economic repair. We will supply any available boiler parts required and we will fit any replacement parts or heating controls within the cost of your Plan, but the cost of any new heating controls required is not included in any Plan.

f. Where your plan includes heating system care we will also repair or replace (at our sole discretion) radiators, radiator valves, central heating pipework, header tank and gas pipework (subject to the exclusions described below).

g. In addition to any exclusions contained within the description of each Plan, the following exclusions apply to all Plans:

i) the fabric of your property, including any pipework or flues encased or buried in it; anything for which you are not legally responsible, such as pipes, cables and drains located outside your property's boundary; your domestic water supply; and any pipework or items not expressly included in a Plan description which are connected to the domestic hot and cold water services, including taps and washers.

ii) heating appliances including heaters, radiators and cylinders (unless expressly included in your Plan description), thermal stores, underfloor heating systems and/or specialist heating.

iii) accidental damage; repairs or modifications, where not approved by either us or the heating equipment manufacturer; and intentional or unintentional misuse of or damage to your products or services; including damage or faults caused by a third party, other than one of our employees or approved sub-contractors.

iv) any work, including de-scaling, that may arise due to hard water scale deposits or aggressive water supply; and any breakdowns or damage to the boiler or its parts caused by sludge build-up within the system.

v) removal of products of corrosion from within the system; and/or the clearing or repairing of filters or the addition of chemicals or inhibitor, unless expressly included in your Plan description.

vi) for items with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens.

vii) data loss or corruption, installing, modifying and upgrading software, the resolution of any software interface problems.

viii) damage or faults which are covered by any insurance policy you hold or by a manufacturer's guarantee.

ix) damage or faults caused by snow, ice or frost and other extreme weather events and conditions, such as lightening, flood, earthquake or hurricane; or caused by fire, explosion, subsidence, structural repairs; or due to any

problem with the supply of broadband; or due to the failure of the water, gas or electricity supply.

x) any inadequacy arising from the original design or installation of your boiler and/or heating system (unless installed by us); replacement, recall or modification of the heating equipment (or any part) by a supplier or the manufacturer; modifying or making heating equipment comply with legislation or making it safely accessible; and any consequential damage or loss occurring as a result of a defect in the boiler or central heating system unless attributable to our negligence. If attributable to our negligence, notification must be given in writing with full details within fourteen days of the incident.

xi) damage caused whilst your property was unoccupied for four weeks or more.

xii) the cost of any repairs and replacement parts, flues, filters, decorative parts, accessories or consumables required under a Plan, unless expressly included in the Plan description.

xiii) noise issues only (as boilers become older, for various reasons they may become noisy. Where age is the sole reason for noise we do not consider this a fault and its investigation/ remedy would be chargeable Works.)

xiv) any adjustment of time and temperature controls, bleeding radiators or pressurising sealed systems and relighting pilot lights.

xv) visits outside of normal working hours, Monday to Friday.

h. The Plans we offer are service plans, which enable you to spread payment for the annual service of your boiler, and (in the case of the boiler and heating system care options) for the costs of the labour and parts which are expressly included within your Plan description and which may reasonably be expected to arise in each year. The Plans we offer do not provide any insurance cover.

i. Repairs to your boiler are not included under any service-only Plan and are excluded under a boiler or system care Plan where the boiler is deemed, in our sole discretion, to be Beyond Economic Repair (BER). Your boiler will be BER if