Terms & Conditions

Service Plan Terms & Conditions

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 applies generally to all Works, carried out either under a Service Plan or further to a Quote.
Section 1 – Definitions
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. 'Fees' means the fees payable to us by you for the provision of a Plan, or for the provision of the Works as set out in a Quote.
c. 'Plan(s)' means the 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.
d. '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.
e. 'Us', 'we' and 'our' refers to the heating installation and repair company from whom you receive your Plan documents.
f. 'Works' means any installation, repair or servicing works carried out by us further to a Quote or as included under a Plan.
g. '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 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.
b. Additionally, you can apply for the Essential Boiler Service Plan and the Essential Heating System Service Plan 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).
c. 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.
d. 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.
e. 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.
f. 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 Plans enable you to spread the cost of servicing and, in the case of the Boiler Service Plan and Heating System Service Plan some of the associated periodic maintenance costs which are expected to occur, 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 (and, in the case of the Heating System Service Plan, your heating system) 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. If you select the Boiler Service Plan or the Heating System Service Plan then, if we deem it to be required for the proper working of the boiler, 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. Subject to the exclusions below, 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, nor are any emergency call-outs or call-outs to issues unrelated to the expected periodic maintenance elements which are included in the Plan details.
f. If you select the Heating System Service Plan then, if we deem it to be required for the proper working of the system, 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, and any emergency callouts and call-outs which do not arise from expected servicing and maintenance requirements.
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 Service Plan and Essential Heating System Service Plan 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 at the time of service. The Plans we offer do not provide any insurance cover.
i. Repairs to your boiler are not included under the Essential Service Plan and are excluded under a Boiler Service Plan or Heating System Service Plan where the boiler is deemed, in our sole discretion, to be Beyond Economic Repair (BER). Your boiler will be BER if the heat exchanger fails or if the value of the boiler or programmer is less than the cost of the parts to repair it. The table below illustrates the BER value of a boiler according to its age:

Age - In Years	Nominal Boiler Value	Value after depreciation per anum@18%
1	£1000	£820
2	£820	£672
3	£672	£551
4	£551	£452
5	£452	£371
6	£371	£304
7	£304	£249
8	£249	£204
9	£204	£167
10	£167	£137
11	£137	£112
12	£112	£92

j. If you need work or repairs carrying out that are not included in your Plan(s), we will provide a Quote for parts and labour. There is no obligation to ask us to proceed.
3) Limitations
a. Investigation/remedy of any faults that arise with your boiler or heating system prior to the first scheduled service and in any event during the first 14 days of any relevant Plan, or pre-existing faults or conditions, will not be included within your Plan (and will be chargeable Works) unless we installed the product/s and have maintained them ever since.
b. In the case of the Boiler Service Plan or Heating System Service Plan, when we carry out your first boiler service and inspection of your boiler and system, if it transpires that your boiler and/or system were not safe and in good working order at the time of your application then we will give you a Quote for the additional work required to bring your boiler and/or system up to the required standard. You are under no obligation to have the work undertaken but, if you decide not to go ahead with the work, we will cancel your Plan and you will be invoiced for the cost of our visit and for any work carried out (less any payments received in respect of the Plan).
c. Despite regular servicing and maintenance, products sometimes fail, and this can damage other items in your property. We cannot repair or replace these items within the cost of your Plan(s) unless the products included in your Plan(s) failed because we did not service or maintain them properly.
d. Where parts require replacement, we cannot guarantee the availability of the exact same part and, at our sole discretion, may supply and fit replacement items which may not be the same, but will have the same functionality.
e. We do not provide Plan(s) for boilers over 15 years old, or mobile or park homes which are owned or rented.
4) Call-outs
a. Call-out Fees to issues with your boiler or heating system, arising outside of your annual service Plan, are not included in any Plan and are payable in addition to any Plan Fees.
b. Call-out Fees are 'per incident'. Accordingly, if we need (or you ask us to carry out) Works which are unrelated to those we were called out to deal with, we reserve the right to charge a second Call-out Fee. We may also have to schedule a repeat visit to deal with the unrelated Works if they are not urgent.
c. If we are unable to gain access to the relevant part of your property at the time we have previously agreed with you, or if we reasonably consider that it would be unsafe for us to do so, we will be entitled to charge an additional Call-out Fee for any re-arranged visit.
5) Termination
a. If You cancel your Plan no refunds will be payable by us, except where cancellations are made under paragraph 5c below. You are free to cancel at any time as there is no minimum contract period and no cancellation fee. To cancel, please either email us or write to us at the address set out in your Plan documents. A cancellation form can be found at the end of this document. b. Please note, if you cancel your Plan within a 12-month period during which we have provided products and/or services under the Plan, we reserve the right to recover from you any cost of such products and services not covered by your payments under the Plan. If you cancel your Plan prior to your next service then we will not provide the service under the Plan and any work that you subsequently ask us to do, including any servicing, will be considered as extra Works for which we will prepare a Quote.
c. If you cancel any Plan within the first 14 days from its commencement then, provided you haven't called us out to do any work under it and we haven't undertaken a boiler or appliance service, we will refund in full all sums paid by you under that plan.
d. If, by reason of circumstances outside of our control we are unable to provide the expected benefits under your Plan in any given year, we will refund you any sums paid but will be liable for no other costs, charges or loss.
e. We will give you at least 7 days' notice of our intentions to make changes to your Plan(s) including your Plan Fees. If you do not accept the changes then you may cancel your Plan.
Section 3 – Conditions applicable to all Works
1) Obligations
a. We will use all reasonable endeavours to carry out the Works and to attend your premises in accordance with any time schedule or response times set out or agreed with you. However, unforeseeable circumstances (e.g. extreme weather conditions or the unavailability of spare parts) may cause delays for which we cannot be held responsible and so no warranties can be given regarding time frames. Time will not be of the essence in determining whether we have complied with our obligations to you.
b. We will use all reasonable care and skill in providing the Works. Further, we will provide you with reasonable assistance in making valid claims under any warranty provided by the manufacturers of products we supply to you in the course of providing the Works.
c. In providing a Quote, we may have had to make certain assumptions regarding the nature of any existing structures and their finishes; the route and state of repair of existing pipes, fixtures and wiring; the availability of materials and the absence of plaster finishes (in new builds or extensions) on walls and ceilings across which pipes are to be laid etc. (To avoid making such assumptions, some detailed survey works and enquiries may otherwise have been required, which would have delayed and increased the cost of the Works). In the circumstances, whilst the assumptions made will be based upon experience and good industry practice, it may become necessary to suggest changes to the Works as their provision progresses to take account of any discrepancies between the assumptions initially made and the actual conditions found. These will be dealt with in accordance with paragraph d below.
d. Where we have unproductive days or carry out additional work because: i) one or more of the assumptions made under paragraph c above proves to be false; or ii) the provision of the Works is delayed or changed at your request; or iii) you do not comply with one or more of your obligations under these terms and conditions, then we will discuss with you the impact of these changes upon the Quote and/or on our ability to provide the Works under the Plan, and any previously agreed timescales. If we are unable to reach agreement with you upon these changes within 7 days, however, then we will cease work and, if the Works are subject to a Quote, reduce the Fees to a sum which we reasonably consider to be pro-rata to the work actually carried out, and invoice you accordingly. Once we have received payment of those adjusted Fees (or immediately in the case of Works carried out under a Plan), our obligations in respect of the Works will then be regarded as discharged.
e. Unless the Works are included under a Plan or, where available, you have entered into an agreement to finance the Works (see separate terms and conditions), the Fees are due and payable within 7 days from the date of each invoice, which shall be delivered in accordance with the Quote, or (where appropriate) within 21 days of a failure to reach agreement in relation to any additional works. In the event of any delay in payment, we shall be entitled to charge a late payment administration fee of 2.5% of the net sum due plus interest at 5% above the then current Bank of England base lending rate from the date when the relevant invoice becomes due until the date of payment.
f. Where you are supplying products, fittings or other materials for our use in carrying out the Works, then: i) they must comply with all relevant British Standards; and ii) they must be suitable for the environment (e.g. where water vapour will be present) and appropriate to the physical constraints relevant to the installation (e.g. size and weight in relation to the load-bearing structures); and iii) you must make sure that they are available and ready to use when required.
2) Carrying Out the Works
a. Unless included under the terms of your Plan, a contract for us to carry out the Works only comes into force when you have paid any deposit referred to in the Quote.
b. You must ensure that, from the date we have agreed to begin the Works until they have been completed, we have unimpeded, safe access to the site where we are to carry out the Works at all appropriate times.
c. If we need to access pipes or wires behind built-in units or appliances, we might ask you to arrange for these to be removed before we start work and replaced when we finish. This removal and replacement will be at your own cost and risk.
d. If we need to access pipes or wires buried inside a wall, we will make all reasonable efforts to limit mess, and we will make the surface good afterwards to a flat plaster finish. However, if the Works are being carried out under a Plan, please note that the payments made under your Plan do not include us arranging or paying for any necessary redecoration of your property.
e. If we need to access pipes or wires which are under a floor, we will re-lay any disturbed floorboards. However, if the Works are being carried out under a Plan, the payments made under your Plan do not include us arranging or paying for the re-laying of your carpets or other floor-coverings, or for replacing them if we cannot lift them without damaging them.
3) Stopping (Temporarily or Permanently) the Works
a. We will be entitled to cease the Works immediately if we discover asbestos, infestation or any other health or safety risk at your property and will not be obliged to re-commence the Works until we are reasonably satisfied that it is safe for us to do so.
b. Where the Works require us to disconnect the power supply to some or part of your property for a period of time, we will try to give you notice of the disconnection. It will then be your responsibility to ensure that all computer and other sensitive equipment is properly shut down prior to the disconnection, to avoid any damage or loss of data. We will not be responsible for any losses incurred as a result of a planned disconnection where we have made reasonable endeavours to give you notice.
c. When we carry out any Works, we may recommend that additional work is carried out to improve the performance of your systems, reduce the risk of future malfunctions or ensure continued compliance with current safety regulations. These additional works are not compulsory. However, the safety regulations applying to the use of gas appliances do change quite regularly and we are obliged to implement them.
Accordingly, if you choose not to follow our recommendations and we reasonably believe that any of your products are unsafe, we may be required to disconnect them (with your approval), or notify the National Grid, for your own safety. Further, if we believe that failure to comply with our recommendations will expose us to unreasonable risks in terms of future services, we will be relieved of all future obligations to you under any relevant Plan(s) you may have with us unless and until the recommended additional works have been carried out either by us or to our satisfaction.
d. If there is any delay in payment of the Fees, we will be entitled to withhold providing any remaining Works and/or suspend any Plan(s) (without penalty) until such time as payment is made.
e. We may terminate all Works and/or your Plan(s) at any time without liability and by giving you notice in writing if you threaten or abuse, or allow any other person to threaten or abuse, any of our staff or sub-contractors in any way – either verbally or physically – or behave in any other unreasonable manner towards our team.
f. If you are a consumer (i.e. not a landlord), you have the right to cancel the Works under a Quote within 14 days of accepting the Quote without giving any reason. To exercise the right to cancel please either email us or write to us at the address set out in your Plan or Quote documents. A cancellation form can be found at the end of this document.
g. If you require us to commence any Works within 14 days of accepting a Quote then we will require you to complete and sign a waiver that confirms your acknowledgement and acceptance that you are waiving your right to cancel within 14 days.
h. If you wish to complain or you are unhappy with the service provided, please contact our customer services team.
4) Data Protection
a. We will collect the following information about you and your product/s: i) your name, contact details, and the address of your property. ii) payment information provided by you in connection with payment of Fees. iii) details of your Plans and Quotes, details of payments to and from you, and details of visits made and Works planned or completed. iv) any problems you report.
b. We use this information to: i) provide you with the product/s and/or services as detailed in your Plan(s) and in any Quote(s), and to take payment of Fees. ii) administer and improve our business. iii) let you know about any ways in which we can improve the service you receive from us. iv) tell you about any offers, products or services which may be of interest to you. We may contact you by post, telephone, email and/or other electronic messaging services. To change your marketing preference let us know by emailing or writing to us.
c. By applying for a Plan you agree that we may use your data in the manner described above.
d. All use of your data will be in accordance with the most recent data protection legislation and we will not use your data in any other manner or for any other purpose than as described above.
e. You have the right to ask us for a copy of the personal information we hold about you; to update or correct your personal information to keep it accurate; to object to us processing your personal information – in which case we will either agree to stop processing or explain why we're unable to; and, where we rely on your consent, withdraw that consent at any time.
f. In respect of any Plan EMG, as our software provider, will also process and store on our behalf the following information about you and your product/s: i) your name, contact details, and the address of your property. ii) payment information provided by you in connection with payment of Fees on direct debit. iii) details of your Plans and Quotes and details of direct debit payments from you.
g. EMG will use this information solely in accordance with our instructions and as data processor for us.
h. By applying for a Plan you agree that EMG may process your data in the manner described above.
5) Risk and Limitations on Liability
a. Risk in any materials delivered to you in relation to the provision of the Works will pass to you upon delivery, and so you are advised to take appropriate precautions to prevent any loss or damage of them. However, we will retain ownership of those materials until all payments due to us in respect of them have been paid in full. Accordingly, you authorise us to enter the site at which the Works are or were to be provided, and to remove any materials (at any reasonable time,) for which we have not yet received payment in full.
b. We will not be liable for any consequential or indirect losses you suffer. This includes necessary damage caused to decorations during Works, as well as any loss or damage you suffer (for example due to water leaks) resulting from any fault in your system or products that we have not caused. We will not be liable for any loss, damage or delay arising from force majeure.
c. Further (to the extent permitted by English law and not beyond) our total liability to you for negligence or breach of contract is limited to a sum equivalent to the Fees.
d. We do not provide insurance and the Plans are not contracts of insurance; they are service plans whereby you make pre-payments in return for our periodic maintenance of products.
e. For the avoidance of doubt, this paragraph 5 is not intended to exclude or limit our liability for death or personal injury caused by our negligence and nothing in these Terms affects your statutory rights as a consumer.
6) General
a. These Terms and Conditions, together (as applicable) with the Plan(s) or the Quote(s), represent the entire agreement between you and us and replace any prior written or verbal agreements. Any amendments to the agreement must be agreed in writing by both you and us.
b. Any Plan or Quote is a contract between us that is personal to you. You cannot transfer your rights under the Plan or Quote to anyone else without our consent. We can transfer our obligations under any Plan or Quote to any third-party.
c. No waiver of any of our rights will be binding unless that waiver is given in writing. Neither will any waiver granted by us prevent the exercise of any other right(s) we may have against you for subsequent breach of the same or a different provision.
d. If any provision of these Terms and Conditions is legally incapable of being enforced, it will automatically be replaced by an alternative provision that achieves, so far as is practical, the objectives of the original provision.
e. These Terms and Conditions will be interpreted in accordance with English Law and disputes arising out of them will be exclusively subject to the jurisdiction of the English Courts, unless we are domiciled in a different country, in which case the laws of that country will prevail. These Terms and Conditions are a legal document that will bind us both. We've tried to make them both clear and fair, but if there is anything you don't understand or are unsure about, please discuss it with us before applying for a Plan or requesting a Quote.

Standard Cancellation Form Pro Forma

I/We hereby give notice that I/we cancel my/our Plan/Quote for the following goods and/or for the supply of the following service.

Description of order:_____
Ordered on/received on: _____
Name of customer/s: _____
Address of customer/s:_____
Signature of customer/s (only required if notified on paper):_____
Date:_____