

BOILER AND HEATING CARE PLANS

TERMS AND CONDITIONS

Last updated 11th October 2024

1 Scope of Service Contract

Here 4 Heat Limited will provide the following services as set out below in respect of the private domestic central heating system.

IMPORTANT POINTS

- 1.1 This care plan is not an emergency service
- 1.2 We are not available for evenings, weekends or bank holidays
- 1.3 Limited availability between Christmas and New Year
- 1.4 For same day call outs the appointment must be booked before 10am on a working day, subject to availability
- 1.5 To activate the care plan, one of our engineers would need to the inspect the boiler and system. Should they deem the boiler/system unsuitable, a care plan would not be offered
- 1.6 Consumables, ie. graphite burner seal, oil nozzles etc will be chargeable
- 1.7 Parts required at the time of initial visit will be chargeable

2 Definition and scope of Care Plan

2.1 GOLD PLAN

- Annual Boiler Service
- No Call Out Charge
- Discounted Parts Prices

2.2 PLATINUM PLAN

All components within the boiler casing excluding the flue system and the external controls.

- Annual Boiler Service
- No Call Out Charge
- Parts Included
- Boiler Maintenance Labour Included

2.3 PLATINUM PLUS PLAN

All components external to the central heating boiler including the appliance isolating valves, together with internal or external circulating pump, thermostatic radiator valves, motorised valves, hot water cylinder thermostat, room thermostat, radiators and central heating pipework.

- Annual Boiler Service
- No Call Out Charge
- Parts Included
- Boiler Maintenance Labour Included
- Heating Controls
- Repairs & Replacements
 - Radiators
 - o Radiator Valves
 - Pipework

3 Level of Care Plan

3.1 PRIORITY ATTENTION

Here 4 Heat Limited will endeavour, subject to workload and labour availability, to call the same day (Monday to Friday, excluding bank holidays etc) in response to any breakdown or failure of the central heating system.

3.2 SAFETY CHECK

At the same time as the annual service visit a service engineer will check the safe operation of the appliances specified.

3.3 ANNUAL VISIT

A service engineer will inspect the appliances specified once a year and clean and adjust them as necessary.

3.4 BREAKDOWN, FREE LABOUR AND PARTS

No charge will be made in respect of labour or parts and materials used in repairing any reported fault, unless not included under the care plan.

3.5 PRIORITY SAME DAY CALLOUT

The office must have received your visit request before 10am on a working day to quality for a same day call out, subject to availability.

4 Period of Service Contract

- 4.1 The service contract is valid for 1 year from the date of the initial service
- 4.2 If paying monthly, a minimum of 12 monthly payments are required in any one year
- 4.3 If the monthly direct debit is cancelled during the contract period, the outstanding balance will be invoiced for full payment.

5 Payment and Renewal

- 5.1 Payment for the service contract is made by a recurring annual payment or monthly payments. All payments are collected via direct debit by GoCardless.
- 5.2 The renewal date of the service contract will be the yearly anniversary of the date the service contract was first taken out. Notification of the renewal will be sent in advance.
- 5.3 Here 4 Heat Limited, at its discretion may refuse to offer renewal of any service contract.

6 Change of Ownership

- 6.1 If the ownership of the premises in which the appliance(s) included by this service contract changes, the new owner shall have the benefit of the service contract for the remainder of the period for which payment has been paid.
- 6.2 No refund will be made for the unexpired part of any service contract.

7 Provision of Spare Parts

- 7.1 Here 4 Heat Limited may supply and fit adequate replacement parts or components which are not the same as the part being replaced.
- 7.2 Here 4 Heat Limited shall not be held responsible for any delay in the provision of spare parts by suppliers.

8 Replacement of Central Heating Appliance or Other Appliances

8.1 This service contract does not include the replacement of the central heating appliance or other appliance(s) in the event of spare parts or components not being reasonably available. Or the unreliability of the appliance.

9 Condition of the Central Heating System or Other Gas Appliances

- 9.1 Acceptance of a central heating system or any other appliance or system component onto a service contract does not imply that it is installed satisfactorily or to the prevailing standards of Here 4 Heat Limited.

 Here 4 Heat Limited will not accept responsibility for an inadequacy attributable to the original design and makes no warranty as to fitness for purpose or condition.
- 9.2 At the time of the first service visit, Here 4 Heat Limited reserves the right to cancel the contract and refund any money paid for reasons of safety, condition of appliance, accessibility for servicing, or non availability of spare parts.

10 Use of Sub-Contractors

10.1 Here 4 Heat Limited reserves the right to use sub-contractors to carry out any part of the services provided under this service contract.

11 Limitation of Obligations

11.1 Here 4 Heat Limited shall not be liable if it is unable to carry out its obligations under the service contract due to industrial disputes or force majeure. Here 4 Heat Limited shall not liable for the cost of temporary secondary heating or any expenses or temporary accommodation costs.

12 Exclusions (Plan Dependent)

The following are excluded from this service contract:

12.1 Adjustments to time and temperature controls

| 12.2 | Callouts in the evenings, weekends and bank holidays | |
|-------|--|--|
| 12.3 | The whole flue system or any part of the flue system and its connections/seals | |
| 12.4 | Oil tanks, oil lines and components on the oil line | |
| 12.5 | Electrical elements in dual fuel radiators | |
| 12.6 | The gas supply and the size of the pipe | |
| 12.7 | A replacement boiler if the existing boiler is beyond economical repair | |
| 12.8 | Replacing or topping up your system inhibitor unless we have removed it | |
| 12.9 | Plumbing work to waste water pipes | |
| 12.10 | Plumbing items such as showers, taps and WC's | |
| 12.11 | Resetting your controls or replacing the batteries | |
| 12.12 | Any underfloor heating or parts that are designed specifically for underfloor heating | |
| 12.13 | Supply of curved or designer radiators | |
| 12.14 | Cost arising from the failure of the appliance or a component under the care plan, including damage caused by water leaks | |
| 12.15 | The replacement of decorative parts | |
| 12.16 | Any defect or inadequacy attributable to the original design of the gas central heating system/appliances | |
| 12.17 | The fabric of the building or pipework and flue pipework buried in it | |
| 12.18 | Any defect caused by malicious or wilful action, negligence or third party interference | |
| 12.19 | Any defect or damage occasioned by fire, lightening, explosion, flood, storm, tempest, frost/ice, impact, ingress, adverse and/or prolonged weather conditions or extraneous cause | |
| 12.20 | Consequential damage or loss arising as a result of a defect occurring in the central heating appliance, system or the appliances unless such a | |

defect, damage or loss is attributable to the negligence of Here 4 HeatLimited

12.21 Any defect or damage occurring from a failure of the gas, oil, electricity or water supply
12.22 Descaling or any work arising from hard water scale deposits or from damage caused by aggressive water or an ingress of silt/debris from the water supply main eg boiler noises, debris, blockage
12.23 Damage caused by internal corrosion
12.24 The routine refill/top up of sealed systems
12.25 Damage to components caused by central heating debris or by poor quality heating water or lack of system inhibitors. Additional system inhibitor chemicals are at an extra cost
12.26 Any pressurised unvented hot water cylinder unless discussed and agreed at survey
12.27 Any parts or labour required for any repairs within the first 30 days of care plan start date. This is to prevent claims on pre-existing problems and to keep monthly payments low.

I have read the above terms and conditions and I fully understand and agree to the conditions specified.

| Name (please print) | Signature | Date |
|---------------------|-----------|------|
| | | |
| | | |