

Boiler Cover Plan
Consumer Terms and Conditions



Our terms

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply Services to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 **Who we are.** We are **BOILER PLAN (UK) LIMITED** a company registered in England and Wales (**Boiler Plan**). Our company registration number is 09148015 and our registered office is at 11 Easter Park, Baker Road, Nelson Park West, Cramlington, England, NE23 1WQ. Our registered VAT number is 208666101.

2.2 **How to contact us.** You can contact us by telephoning our consumer service team at 0800 61 22 302 or by writing to us at service@boilerplanuk.com or Unit 11 Easter Park, Baker Rd, Cramlington, NE23 1WQ. Our current opening hours are Monday to Thursday from 8.00am to 8.30pm, Friday 8am to 6.30pm, Saturday and Sunday from 10.30am to 4.30pm, and we are closed on Bank Holidays.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. We will only use your personal information as set out in our privacy policy (see clause 15.1).

3. Interpretation

The following definitions and rules of interpretation apply in this agreement.

3.1 Definitions.

Annual Boiler Service: an annual service of your gas Boiler and Systems (including such repairs and replacements as described in these terms) to check they are safe, efficient and comply with the relevant laws and regulations.

Approved Products: a list of the Boilers or parts that we can repair or replace.

Authorised Representative: any person that you have authorised to act on your behalf for the purposes of this Contract.

Boiler: a single natural gas boiler in your Home that is designed for domestic use and has a heat output capacity of up to 70kW, including the Flue and the controls that make it work, the programmer, any thermostats, motorised zone valves and Central Heating pumps.

Call Out Fee: the amount you have elected to pay towards completed repairs or replacements. You will only pay this once per fault within the Contract Period. Our engineers will determine whether it is the same fault.

Central Heating: the heat and hot water System in your Home, including your radiators, expansion tank, bypass and valves, filters, cylinders, immersion heater and its wired-in timer switch, and the pipes that connect them.

Contract Period: the total length of the Contract from the day your Contract starts until your Contract ends, as shown on your Statement.

Contract: these terms and any other agreement between us to take out the Service Packages as shown on your Statement.

Designer Radiator: means a curved radiator or a radiator of particular artistic design, an intricate shape or made from materials such as glass, marble, stone, wood, cast iron or similar non-standard material.

Flue: the pipe used to remove waste gases produced by the Boiler.

Gas Supply Pipe: the pipe that connects your gas meter to your gas Boiler and other gas appliances you have in your Home.

Home Electrics: electrical wiring, fuse boards and electrical fittings inside and outside your property.

Home: a building designed for Residential Use that you live in or rent out for someone else to live in, including any attached garage or conservatory.

Initial Boiler Service: an initial service of your Boiler to check that it is working properly and installed properly. We also conduct an Annual Boiler Service at the same time if the System passes the Initial Boiler Service.

LGSR: has the meaning given in Schedule 1.

Plumbing and Drains: the System of pipes, tanks and fittings for the water supply and sanitation in a building.

Power Flush: a process designed to remove Sludge and other debris from your Central Heating.

Pre-Existing Faults: any problems with the Boiler that our experts determine existed prior to commencement of your Contract.

Residential Use: a building where fewer than half of the rooms are used for any type of commercial purposes. Please note that we can only maintain it if the total output of all Boilers combined is less than 70kW.

Service Packages: the various packages we offer in respect of the Services, details of which can be found in Schedule 1.

Services: the services as set out in Schedule 1.

Sludge: the natural build-up of deposits in your Boiler or Central Heating System as it corrodes over time.

Statement: the document that shows the Service Packages you have with us, the Contract Period, how much you will pay and any Call Out Fee.

Stopcock: a valve for turning off and on the cold-water System in your Home, which is also known as stop tap or stop valve.

System: a particular area of the Home and appliances that we have agreed to protect as set out in the Services. Depending on your Service Package, these are the Boiler, Central Heating, Plumbing and Drains and Home Electrics.

VAT: value added tax chargeable in the UK.

3.2 A reference to **writing** or **written** includes email.

3.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

4. Our Contract with you

4.1 **How we will accept your order.** Our acceptance of your order will take place when we visit your property and do a visual inspection and service of your Boiler then we will tell you that we are

able to provide you with the Services, which we will also confirm in writing to you, at which point the Contract will come into existence between you and us.

4.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because your Boiler or heating system does not meet the minimum requirements to be eligible for the Services, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the Services or because your Home is outside of the geographic area that we cover.

4.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

5. **Your rights to make changes**

5.1 If you wish to make a change to the Services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. **Our rights to make changes**

6.1 We may change the Services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for your benefit in the delivery of the Services.

6.2 In the event that we need to make more significant changes to the Services and these terms, we will notify you with 30 days' notice and you may then contact us to end the contract without any penalty.

7. **Providing the Services**

7.1 **When we will provide the Services.** We will supply the Services to you from the date set out in the Statement until either you end the Contract for the Services as described in clauses 10.1 to 10.6 or we end the Contract by written notice to you as described in clause 10.7.

7.2 **We are not responsible for delays outside our control.** If our performance of the Services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not

be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Services you have paid for but not received.

7.3 **Reasons we may suspend the Services.** We may have to suspend the Services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Services to reflect changes in relevant laws and regulatory requirements;
and
- (c) make changes to the Services as requested by you or notified by us to you (see clause 6).

7.4 **Your rights if we suspend the Services.** We will contact you in advance to tell you we will be suspending the Services, unless the problem is urgent or an emergency. If we have to suspend the Services for longer than 30 days we will adjust the price so that you do not pay for Services while they are suspended. You may contact us to end the Contract if we suspend the Services, or tell you we are going to suspend them, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for Services not provided to you.

7.5 **We may also suspend the Services if you do not pay.** If you do not pay us for the Services when you are supposed to (see clause 13.3) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 13.6). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 13.4).

7.6 **Ending the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 30 days in advance of our stopping the Services and will refund any sums you have paid in advance for Services which will not be provided.

8. Initial and Annual Boiler Services

8.1 **Initial Boiler Service.** Your Service Package includes an Initial Boiler Service which will be carried out within the first 28 days of you taking out the Service Package or changing address. At the Initial Boiler Service our engineer will check that your Boiler is on our Approved Products List and was installed according to manufacturer's instructions. We will also check that Boiler or Systems are working and do not have any Pre-Existing Faults.

8.2 Upon agreement with you, your yearly annual service visit will be profiled to take place during the months of April and September

- 8.3 If there are no Pre-Existing Faults we will also carry out an Annual Boiler Service at that point.
- 8.4 In the event that your existing Boiler is not on the Approved Products or has a Pre-Existing Fault, we may:
- (a) offer you a different Service Package;
 - (b) tell you what repairs are required and quote for the cost of these; or
 - (c) cancel your Contract or Service Packages.
- 8.5 Please note that an Initial Boiler Service will not be required where:
- (a) we have installed a new Boiler for you; or
 - (b) we have already carried out an Initial Boiler Service or an Annual Boiler Service at your address in the last twelve months.
- 8.6 **Annual Boiler Service.** Your Service Package includes an Annual Boiler Service and this may require us to test the gas produced by your Boiler or adjust and clean the Boiler. Once complete, our engineer will produce a checklist to show you what we have checked for the purposes of this Annual Boiler Service.
- 8.7 To arrange the Annual Boiler Service we will contact you or your Authorised Representative. If we are unable to contact either of you after three attempts, then you must arrange the Annual Boiler Service. Please note that you will not be refunded where you miss the Annual Boiler Service but may arrange this at any point during the Contract Period.
- 8.8 You may request your Annual Boiler Service at any time if we have not already completed it, but we reserve the right to prioritise breakdowns during periods of high demand and may therefore arrange the Annual Boiler Service to a more suitable time.
- 8.9 We will inform you if we find a problem or fault that needs to be fixed and carry out any repairs and replacements which are included in the Service Package you have selected at the time of the Annual Boiler Service or follow up with an appointment shortly after.
- 8.10 We will provide ongoing support to ensure that the Boiler and other Systems that we checked at the Annual Boiler Service continue to function correctly. You may contact us during your Contract Period if you have any problems and we will attempt to help you over the phone with technical assistance, if we cannot assist you over the phone we will send out an engineer to repair any issues.
- 8.11 Please note that if your Service Package has a Call Out Fee, we will have to pre-authorise payment before undertaking any repairs.

8.12 We will not be able to carry out any repairs or replacements that are included until the Initial Boiler Service is complete. If an Initial Boiler Service is not required, then we can carry out an Annual Boiler Service following commencement of your Contract.

8.13 **Landlords/Tenant occupied Homes.** Your tenants or letting agents can call us directly to arrange an engineer's visit to save you having to be at Home.

8.14 **Engineers.** We will send a Boiler Plan approved Gas Safe engineer to carry out the work for your gas heating and appliances. We will send an approved plumber or electrician where you buy any additional products from us.

9. Repairs and replacements

Our work

9.1 We will complete any repairs or replacements of any parts that we check during your Annual Boiler Service. However, we will need to complete an Annual Boiler Service before completing any repairs.

9.2 Any repairs or replacements required outside of the Annual Boiler Service may be subject to a separate charge if they are not related to the work that we carried out as part of the Annual Boiler Service

9.3 We will repair or replace any parts that we have supplied and are faulty within 12 months from the date the work was undertaken.

9.4 If we have supplied any faulty parts, we will repair or replace these parts we have supplied within 12 months from the date that we carried out the work.

Spare parts

9.5 The replacements which we will provide will have similar functionality to the replaced parts but will may not have the exact same features. Should you decide to provide us with a replacement part you have purchased, we will install it only if it is an Approved Product.

9.6 We will try to get parts from the original manufacturer or our approved suppliers but if we are unable to source such parts, we reserve the right to cancel your Contract. However, if you are able to find a manufacturer approved part, we will be happy to fit it and reimburse you if you provide us with a receipt and we deem the cost to be reasonable.

Call Out Fee

- 9.7 The Call Out Fee you have agreed to pay when you report a fault to us will be shown on your Statement.
- 9.8 The Call Out Fee is a payment towards a repair you request. If you call us out again for the same fault within the Contract Period, you will not have to pay an additional Call Out Fee. Our engineers will determine whether it is the same fault.
- 9.9 When we book your repair, we will ask to pre-authorise your debit or credit card for any Call Out Fee to the repair. If you are a landlord, the pre-authorised credit or debit card Call Out Fee can come from your tenants, letting agents or other party you have chosen. We will not put the charges through until after we complete the repair.
- 9.10 Where we reasonably believe that the people living in your Home are at a health and safety risk, we will send an engineer out even if we have been unable to pre-authorise a debit or credit card. We will however invoice you for the Call Out Fee and any other charges if the repair or replacement was outside your Annual Boiler Service after we have completed the work.

Power Flush

- 9.11 Gas Central Heating Systems over time build up Sludge that can block or narrow your pipes, radiators and Boiler parts. A Power Flush is one way of removing that Sludge from your System. We will tell you if your System needs a Power Flush to work properly. Please note that this will cost extra as this is not included in your Service Package.
- 9.12 If someone else carries out a Power Flush for you, we will need to see the receipt before we are able to carry out any repairs or replacement work for damage caused by Sludge.

Safety and third parties

- 9.13 We may inform you during the Contract that your Boiler, appliance or System requires repairs or replacements that are not included under your Contract to keep it working safely. If you choose not to follow this advice, we will be unable to complete any further repairs to your Boiler or System, and your Contract will keep running until you or we change or cancel it. Please note that you will still be liable for any payments under the Contract until it is cancelled.
- 9.14 If you request a repair, replacement or Service under your Contract or Service Package you will give us all the help necessary to recover any losses owed to us from third parties, following any repair or replacement that we carry out. We may ask you to give us help to recover losses before or after we carry out any repair or replacement.

Improvements or upgrades

9.15 Your Service Package does not include any improvements or upgrades. Where we have told you that an improvement or upgrade is necessary, we may stop providing the Services until such work has been carried out.

10. Ending the Contract

Your rights

10.1 You may contact us at any time to end the Contract for the Services. However, please note that you may incur the cancellation charges as detailed below.

Cooling off period

10.2 You have a 14 day cooling off period from the start of your Contract, where you may cancel your Contract immediately without penalty.

10.3 If you are in your cooling off period we will cancel your Service Package from the date you tell us and we will refund you for the whole amount you have already paid, as long as we have not carried out any work under your Contract.

10.4 If we have carried out work for you before the cooling off period ends and then you cancel your Contract, you will have to pay the following cancellation charges:

Initial Boiler Service	£79
Annual Boiler Service	£79
Repair	£170 minimum (or the full cost of the repair if greater than £170)
Landlord Gas Safety record	£79

Cancellation

10.5 If you cancel after your cooling off period, we will cancel your Service Package from the date you tell us but you will have to pay the remaining balance outstanding under the Contract.

10.6 Please note that cancelling your Direct Debit through your bank does not mean that you've cancelled your Contract with us. If you stop your Direct Debit without telling us, we will contact you to collect the money due. If we do not hear from you and you do not pay, we will cancel your Contract 30 days after the date we first found out your payment failed.

Our rights to terminate the Contract

10.7 We may terminate the Contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time, give us access to your property to enable us to provide the Services to you;
- (c) you give us false information;
- (d) your Boiler is not an Approved Product;
- (e) you do not comply with our recommendations to make permanent repairs, upgrades or improvements;
- (f) you do not comply with the payment terms of your Contract.
- (g) a Pre-Existing Fault is present during the Initial Boiler Service;
- (h) we are unable to find the parts we need to repair your Boiler, appliance or System;
- (i) you or any member of your property presents a risk to our engineer's health and safety; or
- (j) your Home is unfit or unsafe to work in.

Compensation

10.8 Should we terminate the Contract in the situations set out in clause 10.7 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you the money you are due to pay. You will not be refunded for moneys paid for Services already received.

11. Renewals

11.1 We will write to you at least 20 days before your Contract is due for renewal.

11.2 If you pay by Direct Debit, we will keep renewing your Contract automatically, unless you ask us to stop.

12. If there is a problem with the Services

12.1 **How to tell us about problems.** If you have any questions or complaints about the Services, please contact us (see clause 2.2 for details).

12.2 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

13. Price and payment

13.1 **Where to find the price for the Services.** The price of the Services, will be the price set out in your Statement. This shall not change unless you change your Contract or Services or the Government changes the relevant tax. In such circumstances we will notify you of any changes to the price of your Contract.

13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

13.3 **When you must pay and how you must pay.** You can pay for your Contract yearly or monthly by Direct Debit.

13.4 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 13.3) we may charge interest to you on the overdue amount at the rate of 4% a year above the Bank of England's base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13.5 **Annual Boiler Service.** Before we book your Annual Boiler Service, we will need you to pay for any unpaid payments and we may not visit the Home before these are paid.

13.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we may charge you interest on correctly invoiced sums from the original due date.

14. Limitations and exclusions

14.1 **Third party damage.** We are unlikely to repair any faults or design faults that are caused by anyone apart from us. Our engineers will use their expert judgement to decide how the damage happened and whether anyone else has carried out any work on your Boiler, appliance or System and damaged it.

14.2 **Excluded liability.** We will not repair any faults that existed before you took out the Service Package and you shall not be permitted to bring a claim in respect of any faults in the first 14 days of any of the Service Packages. Our engineers will determine when the damage happened and tell you what needs to be done to fix it, including giving you a quote for the cost of the repair. Once we or someone else has fixed it then we can then maintain it for you.

14.3 **Beyond Economical Repair.** Please note that where a repair will cost more than £500, the Boiler or part will be deemed 'beyond economical repair' and a new Boiler or part will be required. We will install the Boiler or part and quote accordingly for this.

14.4 **Intentional damage.** We will not repair or replace any parts that have been deliberately damaged or misused. Our engineers will determine how the damage happened.

14.5 **Designer Radiators.** We will not repair or replace Designer Radiators, but we can replace such a radiator with a standard radiator or replace it with a Designer Radiator that you have purchased yourself. Please note that in the event that we install a Designer Radiator that you have purchased, we will only accept responsibility for our workmanship, not any manufacturing faults in the radiator itself. Please note that we class a Designer Radiator as any radiator that is not a standard steel panel radiator such as a Stelrad Compact or a Myson Premier or any other radiator of this type. If you are unsure then please contact us and we will be able to advise you if your radiators are Designer Radiators or not for the purposes of the Contract.

14.6 **Any other loss or damage.** We are not responsible for any loss of, or damage caused as a result of, your Boiler, appliance or System breaking or failing unless you can show that we caused the damage.

14.7 **Utility supplies.** We will not repair your Boiler or System if the damage has been caused by changes in, or problems with, the supply of your gas, water or electricity. We will be willing to attend a Boiler breakdown for this reason but charges may apply.

- 14.8 **Stopcock.** If we are unable to turn off the external water supply Stopcock to your Home to complete your repair it is your responsibility to arrange for this to be turned off with your water services provider.
- 14.9 **Household insurance.** Your Service Package does not include repairing or replacing any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions or any other kind of damage that is normally covered by household insurance.
- 14.10 **Software, internet communications or radio signals.** We are not responsible for any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of any Boiler, appliance, device or System included under this Contract.
- 14.11 **Smart Home connections.** We are not responsible for your internet connection or the data transmission to, or from any Boiler, appliance, device or control System.
- 14.12 **Steel or iron pipes.** We will not repair or replace steel or iron pipes from your meter to your Boiler or appliances. The only exception to this is your Gas Supply Pipe.
- 14.13 **Concealed pipes.** We are not responsible for the repair to **any** pipes buried within the fabric of the building (Floors or walls) including those that are a part of the heating and water systems within the property
- 14.14 **Energy/Central Heating management Systems.** We will not repair or replace energy or Central Heating management Systems.
- 14.15 **Foreseeable losses.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of us breaking the terms of the Contract or where we fail to exercise reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Please note that loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both of us reasonably contemplated that it might happen.
- 14.16 **Unlawful exclusions or limitations.** We do not exclude or limit any liability on our part where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, fraud or fraudulent misrepresentation, and breach of your legal rights in relation to the Services.
- 14.17 **Property damage.** If we are providing Services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any Pre-Existing Faults or damage to your property that we discover while providing the Services.

14.18 **Business losses.** We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. **Personal information**

15.1 This Contract incorporates our Privacy Policy which sets out how we will use your personal data. A copy of our Privacy Policy can be found at: <https://www.Boilerplanuk.com/privacy-policy/>.

16. **Changes to your details**

16.1 It is your responsibility to let us know if there are any changes to your contact details including telephone number, address or email. If you change your Boiler or any appliances during your Contract Period, please tell us so that we can check whether these are Approved Products or not.

17. **Other important terms**

17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

17.2 **You may only transfer your rights under our guarantee to someone else.** You may only transfer your rights or your obligations under these terms to another person with our written consent.

17.3 **Nobody else has any rights under this Contract.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4 **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 **Safety risks in your Home.** We will not start or continue doing any work in your Home if we believe there is a health and safety hazard. We will only return to finish the work if we are satisfied that the risk or hazard has been dealt with.

17.6 **Manufacturer's instructions.** It is your responsibility to follow manufacturer's instructions related to internet or mobile connected devices which are used to communicate with Boilers, appliances or Systems maintained under this Contract.

17.7 **Ancillary damage.** We will repair damage we cause by replacing items such as cupboards or filling in any holes up to £1,000 (including VAT). We will not replace or restore the original surface, which includes (but is not limited to) tiles, floor coverings, decoration, grass or plants.

- 17.8 **Access to your Home.** Our engineers will only work on your Home if there is someone 18 years or older there the whole time. They must be able to give instructions to our engineer on your behalf. It is your responsibility to arrange for us to access your Home. If we are unable to access your Home, you will need to rearrange the appointment. If you do not arrange a new appointment, your Contract will continue. However, after three failed attempts to get into your Home, we may cancel your Contract, but we will make sure we let you know beforehand.
- 17.9 **Third-party warranty.** If your Boiler, appliance or System is covered by a third-party warranty, it is your responsibility to make sure that any work we do does not affect that warranty. We will not be liable if any work we conduct on your Boiler or System does not comply with the manufacturer's warranty.
- 17.10 **Authorised Representatives.** If you want to appoint an Authorised Representative, please let us know who they are so that we can note it on your Contract, and communicated with them going forward/
- 17.11 **Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 17.12 **Which laws apply to this Contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.

Schedule 1 – Services

The below prices are inclusive of VAT.

1) Service Packages

- a. We currently offer the following Service Packages on the below terms:
 - **Silver Package:** £6 per month, includes the boiler service however any call-outs, parts and labour during the year will be chargeable
 - Boiler repairs for Silver Package – First hour call-out fee of £80
 - A Boiler Plan engineer can be called out to a new customer at a cost of £80 for the first hour – if we can fix it within this hour this is all you will be charged
 - Any additional hours will be charged at £50 per hour
 - If any parts are required, these will be charged at RRP (list price)
 - **Gold Package:** £14 per month or one-off payment of £168
 - Care plan covers your boiler
 - Includes your boiler service
 - Includes up to 3 call-outs per year (call-out and labour time included)
 - Additional call-outs will be charged at £80 plus parts at list price
 - If we can fix your boiler without the need of any new parts and you are within your 3 call-outs, no fee will be charged for the repair
 - Parts are chargeable at list price
 - **Platinum Package:** Boiler, heating system and pipework breakdown protection
 - £19 per month or one-off payment of £228
 - Care plan covers your boiler and your full heating system and pipework
 - Includes your boiler service
 - Includes unlimited call-outs per year (call-out and labour time included)
 - Parts are included
 - Zero Excess
 - Cover includes:
 - Boiler controls – Yes
 - Repair or replacement of radiators and pipe work – Yes
 - Tanks, immersion heaters and hot water cylinder's
 - If we can't fix your boiler, then we will contribute £500 towards a new boiler purchased from Boiler Plan
 - Where faults identified are pre-existing and not covered and where the customer declines to proceed with the contract term, a cancellation charge of £80 will be applied for the call out and diagnosis
 - **Cover excludes:**
 - Plumbing and /or drainage problems – NO
 - Noisy Boiler or heating components - NO
 - Gas pipe leading to the gas meter – NO
 - Existing faults with your boiler and system as determined by our engineer - NO

- **Boiler Plan Cover Plus:** Additional protection against your heating system and pipework breakdown (for existing Boiler Plan customers)
 - £16 per month or one-off payment of £192
 - Specifically, for existing customers whose boiler is still within warranty
 - Care plan protects the full heating system and pipework (which will not be covered by the manufacturer backed boiler warranty)
 - Includes your boiler service
 - Includes all call-outs, labour and parts
 - Zero excess to pay
 - Cover includes:
 - Repair or replacement of radiators and pipe work - Yes
 - Tanks, immersion heaters and hot water cylinder's
 - Cover excludes:
 - Plumbing and /or drainage problems
 - Gas pipe leading to the gas meter

Prices may be subject to change and annual increases.

2) **Boiler Service Details**

- a. All of the above Packages include the following:
 - i. an Initial Boiler Service and/or Annual Boiler Service
- b. The Annual Boiler Service includes the following repairs and replacements (if required), which will be carried out by our engineer at the time of the Annual Boiler Service, or at a follow up appointment after the service where the problem was identified. Determined by your care plan conditions these repairs may be chargeable:
 - i. repairs to a single natural gas Boiler in your Home that is designed for Residential Use and has a heat output of up to 70kW;
 - ii. repairs to the Flue including the Flue terminal, up to one metre in length
 - iii. repairs to the controls that make the Boiler work, including the programmer, any thermostats, motorised zone valves and Central Heating pump (please note we will arrange replacement controls if our heating experts or engineers advise that we are unable to repair them); and
 - iv. repairs to the Gas Supply Pipe (please note we will arrange a replacement Gas Supply Pipe if our heating experts or engineers advise that we are unable to repair them).
- c. We are unable however to repair or replace the following:
 - i. damage caused by limescale, Sludge or other debris if our heating experts or engineers have advised you that you need to carry out repairs or a Power Flush;
 - ii. your Central Heating System;
 - iii. any network hub, smart speaker, voice-controlled equipment or any WiFi-related issues;
 - iv. any part of your Boiler which directly supplies a swimming pool;
 - v. air or ground source heat pumps; and
 - vi. any Systems or controls designed for underfloor or outdoor heating
 - vii. vertical flue components past the first metre
 - viii. the gas supply before the gas meter

3) Heating Service Details

- a. The Platinum Package and Boiler Plan Cover Plus include the following additional repairs and replacements (if required), which will be carried out by our engineer at the time of the Annual Boiler Service, or at a follow up appointment after the service where the problem was identified:

Wider Gas Central Heating

- i. repairs to the expansion tank, radiators, bypass and radiator valves;
 - ii. repairs to the hot water cylinders and any immersion heater and its wired in timer switch; and
 - iii. repairs to the pipes that connect the Central Heating System, for example, the pipes that connect to your radiators or cylinders.
- b. We are however unable to carry out repairs or replacements to the following:
 - i. repairing your showers and taps, their parts and pumps; and
 - ii. resetting your controls or replacing your batteries.

4) Landlord Services

- a. Landlords can purchase any of the Service Packages detailed above and will also receive a Landlords Gas Safety inspection on all the gas appliances in the Home. After completing the inspection, we will issue the Landlords Gas Safety Record (**LGSR**). We will normally do the inspection of any additional gas appliances at the same time as we carry out the Annual Boiler Service or Initial Boiler Service of your Boiler.
- b. In addition to the Services provided by the applicable Service Package detailed above purchased by the landlord, the following Services are also provided to Landlords:
 - i. An inspection of your gas meter, gas pipework and gas appliances in your Home; and
 - ii. Gas Safety Certificate for your gas meter, gas pipework, gas Boiler and gas appliances.
- c. In addition to the limitations set out in respect of any of the Service Packages detailed above which have been purchased by the landlord, we are also unable to provide the following:
 - i. repairs or a replacement of your gas meter;
 - ii. the cost of re-inspecting any of the failures detailed on your LGSR; and
 - iii. a LGSR for any gas Boilers or gas appliances that we have not inspected.

5) One off repair

- a. The purchase of a one off repair is available for customers who do not purchase a cover package. Options available are
 - i. One off repair with the first hour charged at £80. This is a labour only charge and any parts determined by our engineers may be purchased at list price.
 - ii. Subsequent hours labour is charged at £50 per hour.
 - iii. Where the customer declined to proceed with the repair after diagnosis, the charge for the first hour will still apply.

6) Fixed price repair

- a.** Customers can purchase a fixed price repair for £125 when agreeing to a 12-month Platinum cover plan.
 - i.** The fee of £125 must be paid up front
 - ii.** Customers will agree to start their 12-month Platinum contract at point of sale.
 - iii.** Where a part is required to fix the fault, only one part is included within the price.
 - iv.** Any other parts will be available to purchase at list price.
 - v.** This fixed price repair is capped to a total cost of £500 (parts and labour) whereafter, the boiler will be deemed 'BER' (Beyond economical repair).
 - vi.** Where BER is confirmed we will provide you with a free of charge quotation to replace your boiler.
 - vii.** Where your boiler replacement quote is accepted and Boiler Plan installs your replacement boiler, we will cancel your £125 call out fee, and port you onto our Cover Plan Plus at a reduced cost so that your new boiler and whole heating system remains on a plan with us.
 - viii.** Where you do not agree to our boiler replacement quotation, you are still required to pay the £125 fee and your Platinum plan will cease.
- 7) Please note that we do not provide home emergency cover but can offer this through an external provider. A separate terms and conditions will be issued by the external provider and apply to such cover.**