

Boiler Care Terms & Conditions

1 SCOPE OF SERVICE CONTRACT

The Boiler Engineer Ltd will provide the level of cover as set out below in respect of the private domestic central heating system or any other domestic appliance specified.

DEFINITIONS & SCOPE OF COVER

1.1 The central heating boiler from the appliance isolating cock together with the pump, thermostatic radiator valves, motorised valves, radiators and cylinder thermostat, time, temperature, pressure controls and pipework.

LEVEL OF COVER

1.2 Call Out Times: The Boiler Engineer Ltd will endeavour subject to workload and labour availability to call within 24hrs (Mon-Fri 8am-6pm, excl bank holidays) in response to any breakdown or failure of the central heating system or other appliance.

1.3 Safety Check: At the same time as the annual service visit a Service Engineer will check the safe operation of the appliances specified.

1.4 Annual Visit: A Service Engineer will inspect the appliances specified once a year and clean and adjust them as necessary.

1.5 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 they are specified in the Exclusions (See Section 10)

2 PERIOD OF SERVICE CONTRACT

2.1 The Service Contract is valid for one year / 12 months, from the date of your first payment.

3 PAYMENT AND RENEWAL

3.1 Payment for the Service Contract is made by standing order either monthly or annually.

3.2 The renewal date of the service contract will be the yearly anniversary of the date the service contract was first taken out / paid. The annual renewal will be automatically renewed unless yourselves or The Boiler Engineer have cancelled the contract or payments.

3.3 The Boiler Engineer Ltd at its discretion may refuse to offer renewal of any service contract.

3.4 The Boiler Engineer Ltd have the right to alter the cost and the terms and conditions upon renewal, and / or with 30 days prior notice given.

3.5 The Boiler Engineer Ltd may at its discretion cancel any contract for any appliance or system repair cover with no monies to be repaid.

3.6 Any contract that has any missed payments will instantly become void / cancelled, with The Boiler Engineer Ltd owing no monies to be refunded.

4 CHANGE OF OWNERSHIP

4.1 If the ownership of the premises in which the appliance(s) covered by this Service Contract changes the new owner shall have the benefit of the Service Contract for the remainder of the period for which the payment has been paid.

4.2 No refund will be made for the unexpired part of any Service Contract.

4.3 When either paying annually or monthly, a full year cover has to be paid to the end of the agreement, once either a service or call out has occurred.

4.4 This agreement is not transferable to another property.

5 PROVISION OF SPARE PARTS

5.1 The Boiler Engineer Ltd may supply and fit adequate replacement parts or components which are not the same as the parts being replaced.

5.2 The Boiler Engineer Ltd shall not be held responsible for any delay in the provision of spare parts by suppliers.

6 REPLACEMENT OF CENTRAL HEATING APPLIANCE OR OTHER APPLIANCES

This Service Contract does not include the replacement of the complete central heating appliance or main / primary heat exchangers, chassis / jigs / casings, or other appliance(s) in the event of spare parts or components not being reasonably available. Or the unreliability of the appliance.

7 CONDITION OF THE CENTRAL HEATING SYSTEM OR OTHER GAS APPLIANCES

7.1 Acceptance of a central heating system or any other appliance(s) or system components onto a Service Contract does not imply that it is installed satisfactorily or to the prevailing standards of The Boiler Engineer Ltd. The Boiler Engineer Ltd will not accept responsibility for any inadequacy attributable to the original design and makes no warranty as to fitness for purpose or condition.

7.2 The Boiler Engineer Ltd reserve the right to cancel the contract and refund monies paid for servicing only for reasons of safety, accessibility and non or limited availability of spare parts

8 USE OF SUB-CONTRACTORS

The Boiler Engineer Ltd reserves the right to use sub-contractors to carry out all or any part of the services provided under this Service Contract.

9 LIMITATION OF OBLIGATIONS

The Boiler Engineer Ltd shall not be liable if it is unable to carry out its obligations under the Service Contract due to industrial disputes or force majeure. The Boiler Engineer Ltd shall not be liable for the cost of temporary secondary heating. Or any expenses or temporary accommodation costs.

10 EXCLUSIONS

The following are excluded from this Service Contract:

10.1 Adjustment to time and temperature controls.

10.2 The replacement of decorative parts.

10.3 Any defect or inadequacy attributable to the original design of the central heating system / appliances.

10.4 The Boiler Engineer Ltd are not responsible for the Fabric / material / decoration of the building being repaired, and / or pipework and flue pipework buried or concealed in the walls, floors or ceilings, we will maintain readily accessible pipework for maintenance.

10.5 Any defect caused through malicious or wilful action, negligence or third-party interference.

10.6 Any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause.

10.7 Consequential damage, loss arising or increase in utility cost as a result of a defect occurring in the central heating appliance, system or the appliances.

10.8 Any defect or damage occurring from a failure of the electricity, water, gas or oil supply.

10.9 Descaling and any work arising from hard water scale deposits, damage caused by aggressive water or system contamination (e.g. boiler noises, debris.)

10.10 Damage caused by internal corrosion.

10.11 The routine refill of sealed systems or the replenishment of chemical treatments.

10.12 Removing asbestos associated with repairing the appliance or system.

10.13 Any domestic water supply from the hot water cylinder or appliances (including taps and showers) or any cold water storage cistern, mains water supply or cold water supply pipework.

10.14 Replacement or repair of, central heating appliances or the main heat exchanger, chassis / jigs / casings, also vented/unvented hot water cylinders, thermal stores (e.g. Gledhill), immersion heaters or the repair of fan convectors.

10.15 Replacement of towel rails, LST and designer radiators, including any associated valves.

10.16 Replacement of any gas, LPG or oil supply pipework, fittings and accessories as well as the appliance (e.g. boiler) it supplies.

10.17 The replacement of flue pipes and flue systems are not covered for repair or replacement.

10.18 Cover is only for the replacement of failed components, also excluded is noise related issues like noisy pumps, valves and fans etc.. these will only be replaced once failed.

11 ACCEPTANCE ON TO CONTRACT

11.01 Please note in advance a Service will be charged as The Boiler Engineer Ltd need to be carry out an initial survey / service regardless of whether the cover is accepted.