

BOILER CARE PLANS

Terms and Conditions

Last updated on 7 November 2023

1. The meaning of some words used in this Agreement

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|----------------------------|---|
| Appliances: | means those appliances detailed in the Boiler Care Plan Contract; |
| Boiler Care Plan Contract: | means the contract signed between you and us for the provision of the Services defined in clause 4; |
| Boiler: | means that boiler as set out in the Boiler Care Plan Contract; |
| Initial Inspection | means the initial inspection carried out pursuant to clause 3.1; |
| Property | means the property where the Boiler and System are located; |
| System | means the System as described in the Boiler Care Plan contract; |
| You/Your | means the customer as set out in the Boiler Care Plan Contract; |
| We/Us/Our | means Wells Spa Plumbing and Heating Limited. |

2. Entering into a Legally Binding Contract

- 2.1 A contract between You and Us will come into being when you sign a copy of the Boiler Care Plan Contract

3. Initial Inspection

- 3.1 Before We enter into a Boiler Care Plan Contract We will carry out an initial inspection so that We can ensure that the Boiler and System are in sufficient working order.
- 3.2 If We determine that the Boiler and System are in sufficient working order We will carry out a Boiler Service.
- 3.3 If We determine that the Boiler and System are not in sufficient working order, then We will give you a quote to bring the Boiler and System to the required standard. We will apply a 10% reduction to our usual price.
- 3.4 In the event that You do not agree to carry out the work to bring the Boiler and System to the required standard or We are of the opinion that the Boiler and System cannot be brought up to the required standard, then We shall not be obliged to enter into the Boiler Care Plan. You will need to pay us the sum of £85 plus VAT for the initial inspection in these circumstances.

4. Definitions and Scope of Cover

- 4.1 We offer three different level of Service. The Boiler Care Plan will set out the plan that you have signed up to. The level of service under each plan are as follows:

4.1.1 Essential Boiler Care Plan

The Essential Boiler Care Plan is offered on boilers up to 10 years old. This Boiler Care Plan includes an annual service and safety check on the Boiler and does not include the cost of parts and labour.

4.1.2 Premium Boiler Care Plan

The Premium Boiler Care Plan is offered on boilers up to 10 years old. The Premium Boiler Care Plan includes an annual service and safety check of the Boiler and repair of all components within the Boiler casing, including the flue system and external controls. The plan includes the cost of all parts and labour up to a maximum of £1000. Where this limit is met any costs over the £1000 maximum will be agreed and invoiced.

4.1.3 Premium Plus Boiler Care Plan

The Premium Plus Boiler Care Plan is offered on boilers up to 10 years old. The Premium Plus Boiler Care Plan includes an annual service and safety check of the

System and/or Boiler and repair of the Appliance and/or System including all components within the Boiler casing, including the appliance isolating valves together with the internal or external circulating pump, thermostatic radiator valves, motorised valves, radiators and central heating pipework, timers/programmers and room/cylinder thermostats. Including hot water cylinders and flue systems. The plan includes the costs of both parts and labour up to a maximum of £1000. Where this limit is met any costs over the £1000 maximum will be agreed and invoiced.

- 4.2 We may reduce the level of cover or switch the type of plan that You are on if we decide that the Boiler or System is beyond economical repair due to its condition, spare part availability or cost, or due to the age of the Boiler. Alternatively, We may decide to terminate the Boiler Care Plan Contract in accordance with clause 8.2. If We do reduce the level of cover then we will provide a refund of all payments made within the current contract period to the date of notification.

5. Service Levels

Unless specifically excluded, the below Service Levels apply to each plan:

5.1 **Priority Response Time**

We will endeavour, subject to workload and labour availability, to visit the Property within 48 hours (Monday - Friday, excl. bank holidays) in response to any breakdown or failure of the central heating system when contacted before 10.00am. If possible, the fault will be repaired at that visit. If this is not possible a time scale for repair will be agreed during the visit.

5.2 **Annual Boiler Service**

We will service Your Boiler and System on an annual basis in line with the manufacturer's best practice service requirements. We will not provide more than one service in any 12 month period.

5.3 **Annual Boiler Safety Check**

At the same time as the annual service visit, We will check the safe operation of the Appliances.

5.4 **Annual Boiler Efficiency Check**

At the same time as the annual service visit, We will check the efficient operation of the Appliances.

5.5 Annual Heating System Health assessment

At the same time as the annual service visit, We will assess the System to ensure it is working as it should. Any issues will be reported to You and a plan of rectification will be agreed upon.

5.6 Under Guarantee: Call out handling

Should your boiler be under guarantee, We will manage the call out process directly with the manufacturer on your behalf.

5.7 10% labour discount on out-of-guarantee repairs

For customers with our Essential Plan, we offer a 10% labour discount on any repair works required to the boiler itself.

5.8 Boiler Break Down – All parts and labour

We will only charge for labour, parts and materials used in repairing any reported fault, where they are not included in a Boiler Care Plan as detailed in clause 4 above.

6. Exclusions and Terms

A list of exclusions is found at schedule 1.

7. Duration of the Plan and Renewal

7.1 Unless terminated in accordance with clause 9, the Boiler Care Plan contract shall continue for one year from the date of your initial inspection visit and shall then be renewed automatically for successive periods of 12 months unless terminated by either party giving not less than 4 weeks' notice to expire at the end of a term.

7.2 We will send you notification of the renewal 45 days in advance of the end of the term.

8. Payment

- 8.1 The costs of the plan are found on our website here www.wells-spa.com/boiler-care-plans
- 8.2 Payment for all Boiler Care Plans can be made either by:
- 8.2.1 A one-off annual fee; or
 - 8.2.2 12 monthly payments in advance.
- 8.3 All payments will be collected via Direct Debit with Go Cardless.
- 8.4 If the monthly direct debit is cancelled during the contract period, the outstanding amount will be invoiced for full payment and due for payment within 7 days of invoice date.

9. Termination

- 9.1 Either party may terminate this Agreement at any time by giving notice in writing to the other party if:
- 9.1.1 The other party commits a material breach of the agreement which is not capable of remedy;
 - 9.1.2 The other party commits a material breach of this Agreement which is not remedied within 14 days of receiving written notice of such breach;
- 9.2 We may immediately terminate the contract if:
- 9.2.1 We decide that the Boiler or System is beyond economical repair due to its condition, spare part availability or cost, or due to the age of their Boiler. If we terminate the contract on this ground, then we will provide a refund of all payments made within the current term of the contract.
 - 9.2.2 You make any changes to the Boiler, Appliances or System or parts of the System that are covered by a Boiler Care Plan Contract to a standard that in Our reasonable opinion we consider dangerous, or which prevents the safe working of, or access to the Boiler, Appliance or System. This would include (but is not limited to), the Boiler being moved, the Boiler being boxed in, or changes made to the boiler flue or its exit from the Property.

- 9.3 Without prejudice to any other rights that We may have, We may terminate this Agreement immediately on written notice to You if You have failed to pay any amount due under this Agreement on the due date and such amount remains unpaid ten Business Days after You have received a written notification from Us that the payment is overdue.
- 9.4 On termination of this agreement You shall immediately pay:
- 9.4.1 the balance of the sums due under this Agreement; and
 - 9.4.2 for all services performed and goods supplied which are not included in the price

10. Change of Ownership

- 10.1 The Boiler Care Plan contract is not terminated by you selling the Property. You will still be liable for all payments due under this agreement until terminate in accordance with clause 7 or clause 9.
- 10.2 We will continue to provide the new owner of the premises the services under this Agreement for the remainder of the term.
- 10.3 It is Your responsibility to provide Us notice of termination and no refund can be made for months paid before notice has been received.
- 10.4 No refund will be made for the unexpired part of any Boiler Care Plan.

11. Exclusion and Limitation of Liability

- 11.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.
- 11.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities or use of the Premises for commercial purposes then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this Agreement.

- 11.3 We shall not be liable for loss or damage caused or arising as a result of:
- 11.3.1 delay in being able to obtain replacement parts from third party suppliers.
 - 11.3.2 any defect or inadequacy attributable to the original design of the System or Appliances.
 - 11.3.3 fire, lightning, explosion, flood, storm, tempest, frost/ice, impact, ingress, adverse and/or prolonged weather conditions or other extraneous cause.
 - 11.3.4 a failure of the gas, oil, electricity, or water supply;
 - 11.3.5 damage caused by internal corrosion of the Boiler, Appliance or System;
 - 11.3.6 damage to components caused by central heating system debris, or by poor quality heating water or lack of system inhibitors.
 - 11.3.7 damage to any oil supply line before the connection to the boiler.
 - 11.3.8 damage to the Boiler, Appliance or System due to poor quality gas or oil supply including the presence of water within heating oil.
 - 11.3.9 appliance failure due to lack of fuel, for example gas or heating oil.
- 11.4 We shall not be liable for the cost of temporary secondary heating, or any expenses or temporary accommodation costs in any event.

12. Force Majeure

We shall not be liable for any default if we are unable to carry out our obligations under the Boiler Care Plan contract due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

13. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

14. Law and jurisdiction

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.

Schedule 1

Particular Terms and Exclusions

1. We will not provide evening, weekend, or bank holiday call outs under the Boiler Care Plans.
2. We will only provide limited service provision between Christmas and New Year.
3. We will not be able to offer a same day call out for any problem reported after 10am. We will do our best to accommodate a request for a same day call out made before that time, but we do not guarantee the availability of same day call outs.
4. We may supply and fit replacement parts or components which are not the same as the parts being replaced.
5. The Boiler Care Plan Contract does not include the replacement of the Boiler, the System or the Appliance.
6. By including a Boiler, System or Appliance in a Boiler Care Plan Contract we do not warrant that it is installed satisfactorily or to the prevailing standards. We will not be responsible for any fault, loss or damage attributable to the original design and make no warranty as to fitness for purpose or condition.
7. If, We identify that the water within the System has become contaminated to a level that is likely to cause damage to the Boiler, Appliance or System, We can require you to undertake rectification works. Such works are not included within the Boiler Care Plan Contract. Assessments will be made using recognised industry tools, including water sampling and heating system test tubes.
8. Under the Boiler Care Plan Contact, We will not:
 - 8.1 Make adjustments to time and temperature controls;
 - 8.2 Cover smart internet/wifi controls or underfloor heating controls, pumps and actuators;
 - 8.3 Attend call outs during the evening, weekends and bank holidays;
 - 8.4 Be responsible for the flue system or any part of the flue system and its connections/seals. (included in Premium and Premium Plus Boiler Care Plans);

- 8.5 Carry out work to, or replace electrical elements in radiators;
- 8.6 Be liable to carry out work to the gas supply pipe;
- 8.7 Provide a replacement boiler if the Boiler is beyond economical repair;
- 8.8 Replace or top up your system inhibitor, unless We have removed it;
- 8.9 Carry out plumbing work to hot, cold or waste water pipes;
- 8.10 Replace plumbing items, such as baths, showers, toilets and taps;
- 8.11 Reset your controls or replace batteries;
- 8.12 Repair, replace or be responsible for any parts that are designed specifically for underfloor heating;
- 8.13 Supply curved or designer radiators;
- 8.14 replace any decorative parts;
- 8.15 Pipework or flues buried in the fabric of the building including underfloor heating and its components;
- 8.16 Carry out any descaling work and 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. e.g. boiler noises, debris, blockage;
- 8.17 Carry out the routine refill / top-up of sealed systems;
- 8.18 Drain and/or clean any bulk heating oil tank;
- 8.19 Replace hot water cylinders and radiators (unless covered in the Premium Plus Plan);
- 8.20 Replace or repair Mains pressure cylinders;
- 8.21 Replace or repair Optimisers, wave controllers and all other similar 'non-standard' weather compensators;
- 8.22 Repair or replace the mains cold water stopcock, water softeners, shower pumps and mixer valves, combined overflow and pop-up waste mechanism, mechanical pumps, water filters, swimming pools, decorative garden features, rainwater pipes and guttering, macerators and electrical units for toilets;

- 8.23 Repair or unblock drains;
- 8.24 Replacing Consumables, i.e. gaskets, seals and heating system chemicals;
- 8.25 Be able to include properties operating more than 20 radiators and/or operating a commercial grade plant room under our standard Care Plans. Custom Care Plans are available on request.
- 8.26 Any works or alterations to the fabric of your property that take place after our initial boiler inspection, such as an extension or refurbishment project affecting the boiler, flue, heating systems and pipework, may invalidate the cover and it is your responsibility to notify us of such works. We may need to perform a re-inspection of the system after the works are completed to allow continuation of cover.