



Home Protect -Boiler Service Only

Terms & Conditions

Introduction to your terms and conditions

Your agreement will confirm the products of any Home Protect plans you hold

Boiler Service Only

An annual visit to carry out checks to ensure your boiler and central heating are safe and in good working order. The Gas Boiler Service will be completed in accordance with the current Gas Safety (Installation & Use) Regulations and the manufacturer's instructions for your boiler. Please make sure that you have the manufacturer's instructions available for the engineer when he/she attends

✓ What's covered?

✗ Main exclusions are:

<p>Our Annual Service includes the following checks on components:</p> <p>Flue ways</p> <p>Terminals</p> <p>Ventilation provision</p> <p>Heat Input</p> <p>Gas Pressures</p> <p>All Safety Devices</p> <p>Heat Exchangers</p> <p>Burners</p> <p>Combustion Fans</p> <p>Ignition/detection system</p> <p>External Controls</p> <p>Visible Pipe Work</p> <p>Radiators and Valves</p>	<ul style="list-style-type: none">• Boiler• Boiler controls• Household appliances• Showers• Guttering• Soakaways• The gas pipe leading into your meter• Inaccessible pipework• Pre-existing faults• Steel/iron pipes• Water quality- limescale/sludge
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KEY QUESTIONS

How long is my agreement?

This agreement is for a fixed period of fifty-four weeks from the Signature Date. The service and maintenance contract however only commence two weeks after the Signature Date (the Contract Commencement Date). The two-week period between the Signature Date and the Contract Commencement Date is to allow for the pre-contract inspection and the first annual service to be carried out. Towards the end of the fifty-four-week period you will be offered the opportunity to enter into a new annual service and maintenance contract. We do however reserve the right to refuse to renew a contract for any reason.

What is my extent of cover?

This is set out in the separate "Description of Cover" document which you have been given with this agreement and which is to form the Schedule to it. Within the scope of this agreement we will maintain and repair that part of your central heating system or the entire system as fully detailed in your Description of Cover, and replace any parts found to be no longer serviceable (subject only to the exceptions clearly set out in this agreement)

What is the cost of Home Protect Plan 1 Cover?

- The cost of maintenance and repair under this agreement is £7 per month. This is to be paid by you as to one-twelfth of the total sum by cheque debit or credit card on the Signature Date. The remaining eleven instalments are to be paid by you by bankers standing order/automated card payment with the first payment to be on the same day on the month immediately following the Signature Date and the remaining ten payments on the same day of each consecutively following month. The payment will be set up and completed by you. By entering the payment details, you are agreeing to our T&C's.

In addition to the annual fee that you pay under this agreement (specified at the beginning of this clause) the provision of some further services or supplies attract additional charges. These are referred to in this agreement. When you telephone our office to request us to make any further services or supply further parts which are not included within the agreement itself you will be told the cost of the service or parts and these are to be paid at the time of that telephone conversation by credit or debit card. Additional services and the supply of parts outside the terms of this agreement are only given or made after payment for them has been received.

How do I notify of any faults/failures of the system/visits and cancellation of visits?

- (a) You can notify us of any faults or failure of your system by telephoning us on 01332 346212. During that telephone call you will be given a date on which our service engineer will call which may be that same day. If the date initially offered is not convenient, we will seek to agree an alternative. You are to provide a telephone number (preferably from a mobile device) on which you can be contacted. If the cover selected by you is one under which a call out charge is to be payable you will pay this by debit or credit charge at that time. The appointment made at that time will be for the appointed day between 8.00 a.m. and 6.00 p.m. but with no specific time given. On the appointed day we will telephone you between 8.00 a.m. and 9.00 a.m. to give you an estimated time of arrival. This can only be an estimate because of jobs overrunning, traffic conditions and a host of other factors beyond our control. We will do our best to be flexible and to fit in with your arrangements. If our call to you on the appointed day is not answered, then the engineer will not call at your property, but we will try to contact you a second time. If this call is not answered it is then your responsibility to contact us to re-arrange an appointment. We reserve the right to make an administrative charge (currently £37.50) for the additional work this necessitates.
- (b) We must reserve the right to cancel appointments albeit only in exceptional circumstances. It is a regrettable fact that weather conditions, exceptionally heavy traffic, accidents and the like can make it impossible for us to attend at the appointed time. Further, although we estimate the length of time each job is likely to take (and with our experience we find that our estimates tend to be extremely accurate) it does happen that a job may take far longer than anticipated which may result in our engineer being unable to carry out some or all of the later appointments booked to him. If this happens, we will contact you on the day of your appointment. We will have ascertained whether any of our other engineers can undertake your appointment but if not, we will arrange another appointment with you which will be scheduled as a matter of priority.

How a pre-contract inspection and first annual service work?

- (a) Prior to the pre-contract inspection being carried out you will have signed an Authorisation Form for this to be carried out. Your signature on this form is a pre-requisite to the check being carried out. By signing it you acknowledge that if the first annual service and/or pre-contract inspection are carried out by us and thereafter you cancel this agreement within fourteen days of the Contract Commencement Date you will pay for the first annual service and/or the pre-contract inspection at the rates then charged by us for the provision of such service or services
- (b) If your boiler/controls/full heating system (whichever is applicable depending on the extent of cover) passes the pre-contract inspection we will carry out the first annual service at that time.
- (c) If your boiler/controls/full heating system does not pass the pre-contract inspection we will:
 - (i) Specify the defect or defects discovered in the boiler/control/full heating system
 - (ii) Specify any part or parts that have failed
 - (iii) Give a written quotation within five working days of our visit for the cost of the necessary remedial work
 - (iv) If the quotation is accepted, we will carry out the work at a date to be agreed with you within a maximum period of twenty-eight days from the date of inspection subject to availability of parts. You agree to pay for the work done in full on its completion

What are your response times?

- (a) The length of time we will take to respond to your call depends on whether we classify the problem notified to us by you by telephone as a priority or a non-priority call.

Priority calls are those involving:
 - (i) An uncontrollable water leak (where the leak cannot be contained by isolating the water supply) or
 - (ii) A failure of the heating system irrespective of whether the hot water system is unaffectedwe will endeavour to visit within twenty-four hours of the time of the telephone call notifying us of the problem.
For all other calls (non-priority calls) we will endeavour to visit within seventy-two hours of the initial call
- (b) In the event of a gas escape we will redirect you to the National Gas Emergency Service as a matter of emergency. Their number is 0800 111 999
- (c) When visiting you we guarantee that we will make your system safe on the initial attendance. We will rectify the underlying problem if we are able to do so. This may not be possible however because of the need for spare parts. If we do not have the relevant spare parts in the sizeable stock contained in our warehouse delay may result in consequence of our having to obtain the part from the manufacturer or other approved supplier and be subject to its availability

Are there limits to claims and exceptions?

- (a) There are no limits to the number of times we will call to rectify problems or repair breakdowns within the scope of your agreement or the value of such rectification or repair work either individually or in respect of its aggregate cost. This is subject to the exceptions set out below. These relate, firstly, to areas not within the scope of this agreement and, secondly, to circumstances when we shall be entitled to refuse to carry out work which otherwise would be within the scope of this agreement
- (b) The following are matters outside the scope of this agreement.
- (i) Faults, failures etc., not within the subject matter of the agreement itself (for example, the failure of a radiator would not be covered by a boiler only agreement – see clause 2 – Extent of Cover and the Schedule to this agreement)
- (ii) Your failure to use controls properly. On our initial visit we will demonstrate how to use your heating/hot water controls if you are unsure about them. If a problem subsequently arises because of the incorrect use of these controls, we will try to advise you over the telephone. This will be free of charge. If a visit is necessary however, we reserve the right to charge for such attendance at our standard rates then applicable. You will be notified of this when you call us and agree to pay the call out charge which will be payable by debit or credit card at that time.
- (iii) Failure of equipment or parts by deliberate or accidental misuse or damage or in consequence of faults in or failure of any work carried out or parts installed during the currency of this agreement other than by us. In respect of such matters we shall only agree to carry out the necessary work on your agreeing to pay for it at the standard rate of charge then applicable.
- (iv) Like all our competitors we will not cover breakdown and failures caused by water quality and limescale. This is because we have no control over the quality of water coming into your house and particularly in areas of hard water the build-up of limescale may cause problems with the heating system or result in the malfunctioning of components. We do recommend that an initial water test be carried out and that inhibitors should be added to the radiator system at five yearly intervals. These are both additional services which are chargeable at our then current rates
- (v) We will not be responsible for repairs or replacements where parts are unobtainable by reason of obsolescence. The term “obsolescence” in this agreement shall mean either that the part or parts in question are no longer manufactured by the original manufacturer and are not held by us or our approved suppliers at the time of the failure or that the necessary replacement costs exceed 75% of the value of your boiler that value having been agreed between you and us at £
- However, in either of the above circumstances and if you wish we will supply a suitable replacement boiler of our choice free of charge provided that that boiler is installed by us and you agree to pay our installation charges current at the time that such installation takes place**
- (vi) Damage to or failure of the pipes supplying gas from your gas meter to your gas appliances. Where this agreement covers the whole system, we are not responsible for damage to or failure of the pipes supplying water into your property. Such repairs/replacements etc., are your responsibility or that of the relevant utility company

- (vii) Damage caused to your property (including decorations) by the fault or failure rectified by us and which are a consequence of such fault or failure. We shall be responsible however for any damage unnecessarily caused by our engineers not covered by our disclaimer.
 - (viii) This agreement does not cover the repair of pre-existing cosmetic damage to equipment (for example a scratch or dent in the boiler casing).
- (b) In the following circumstances we shall be entitled to refuse service which otherwise would come within the terms of this agreement:
- (i) If in the opinion of our engineer our carrying out the work would give rise to a health and safety risk whether by reason of the state of a component, the presence of hazardous materials (such as asbestos) within or surrounding the component or the condition of the property within which the component is housed or conditions generally within the property. We shall not be obliged to return to carry out any further service work until the problem has been resolved to our satisfaction
 - (ii) Abuse, violence or threats of violence being made towards any of our staff
 - (iii) The absence of anyone over the age of eighteen years to meet our engineer when he calls and remain with him during our visit. It is perfectly permissible for you to arrange for a family member, neighbour, friend or other responsible adult over the age of eighteen years to attend in your place provided that he or she is present throughout our visit and has your authority to give instructions to our engineer and is authorised and able to make any payment that may arise as a result of it (see clause 3 – Cost of Cover)

What if I am not happy?

You may make a complaint to us by:

- (a) Telephoning us on 01332 346212
- (b) Emailing us at: info@sobrienheating.com
- (c) Writing to us at:
S O'Brien Heating Solutions Limited
Unit 16 Prime Enterprise Park
Prime Parkway
Derby
DE1 3QB

We will do our best to resolve any complaint made to us to your satisfaction within eight weeks of the date of the complaint to us.

How do I cancel my agreement?

Cancellation by you

- (i) You may cancel this agreement within fourteen days of the Contract Commencement Date without giving any reasons (the cooling off period). In this event we will refund any payments made by you other than for work carried out by us in accordance with clause 4 of this agreement and in respect of which you have signed an Authorisation Form
- (ii) If you cancel this agreement at any time after fourteen days from the Contract Commencement Date we will refund any sum already paid by you in respect of any period beginning from the first day of the month following cancellation but if we have provided parts or service during the currency of the agreement (i.e. before cancellation) we shall charge and you agree to pay the cost of such parts or service at the rates then charged by us for them less the aggregate of any sums paid by you during the currency of the agreement in respect of the agreement itself (i.e. not for any parts or service provided)

You may cancel this agreement by emailing us at info@sobrienheating.com , or writing to us at:

S O'Brien Heating Solutions Limited
Unit 16 Prime Enterprise Park
Prime Parkway
Derby
DE1 3QB

- (b) Cancellation by us. We reserve the right to cancel this agreement with immediate effect in the event of any of the following occurrences:
 - (i) Your failure to pay any sum due to us within fourteen days of such sum becoming due
 - (ii) Your failure to allow us access to your boiler or other relevant equipment on three occasions during the currency of this agreement
 - (iii) Health and safety issues affecting the boiler the system, or your property remain unresolved
 - (iv) Abuse, violence or threats of violence are made towards any of our staff

SIGNED: _____

(The Customer)

SIGNED _____

On behalf of S O'Brien Heating Solutions Limited
Of Unit 16 Prime Parkway Derby DE1 3QB
