

## Terms & Conditions

These Terms & Conditions are part of the contract between you (The Customer) and Tom Sutton

Heating.

### 1- Definitions

Service plan – Refers to the type of plan that you have chosen to take out please refer to clause 2 for full details of what the plans are.

Boiler – An appliance located at the domestic property that heats the hot water and/or heating by Gas. Heating System - The heating system includes hot water cylinder, heating pipework, pump, motorised valves, radiators, radiator valves, programmer/timers, cylinder stat, room stat, pressure controls.

Plumbing System – The plumbing system includes tap repairs, Hot and cold-water pipes, Coldwater tanks, Toilet break downs, Ball valves and float valves, Stop cocks and gate valves and above ground drainage.

Start Date – The date that is stated on the contract as the start of the service plan.

We / Us / – Tom Sutton Heating.

You / your / Customer – The customer that has taken out the Contract.

Force Majeure – Relates to any circumstances beyond our reasonable control for example strikes, industrial actions, lockouts labour shortages, material shortage and traffic delays.

Contract – The contract is an agreement between you and us for the service of works as per the chosen service plan detailed in clause 2.

### 2- Type of plan and what's Included

#### Service Only Plan

Fully qualified engineers

Dedicated telephone Help/support

Discounted labour rates for future works

Annual Boiler Service or Landlord safety certificate\*\*

#### Service Plus Plan

Fully Qualified engineers

Dedicated helpline

Discounted labour rates for future works

Annual Boiler Service or Landlord Safety Certificate\*\*

Unlimited call outs \*\*\*

Priority call outs \*\*\*\*

#### Plumbing Service Plus Plan

Fully Qualified engineers  
Dedicated helpline

Discounted labour rates for future works  
Annual Boiler Service or Landlord Safety Certificate\*\*  
Unlimited call -outs, including plumbing system call-outs \*\*\*  
Priority call-outs \*\*\*\*

### **Silver Service Plan**

Fully Qualified engineers  
Dedicated helpline

Discounted labour rates for future works  
Annual Boiler Service or Landlord Safety Certificate\*\*  
Unlimited call-outs \*\*\*  
Priority call-outs \*\*\*\*  
Parts included \*\*\*\*\*

### **Gold Service Plan**

Fully Qualified engineers  
Dedicated helpline

Discounted labour rates for future works  
Annual Boiler Service or Landlord Safety Certificate\*\*  
Unlimited call-outs \*\*\*  
Priority call-outs \*\*\*\*  
Parts included \*\*\*\*\*  
Plumbing parts and labour included

\*- Limits apply please see Clause 14. 19

\*\* - To be booked between March and August unless we agree otherwise. Landlord certificate covers boiler and hob only. An additional £1 per month will be charged for the testing of any other appliances. Gas fires may incur further charges on top.

\*\*\* - Unlimited calls out apply as long as there is fault present if we inform you that the issue is not a fault or not covered and you call us out we will have the right to charge at our standard rates.

\*\*\*\* Priority call outs mean that as a member of our service plan, you will receive priority over non-service plan customers. This usually means we will get to you within 24 hours, however, if we take longer due to demand, illness or holidays we will not be in breach of contract.

\*\*\*\*\* Parts are included provided that the parts are available. If we deem the boiler to be beyond economical repair, we will offer you a replacement boiler at a heavily discounted rate.

### 3. Contract Renewal/Cancellation

Your Contract is for a minimum of 12 Months from the date of the first payment.

Unless you tell us otherwise this contract will automatically renew each year, Subject to us accepting you onto the service plan. This contract will remain valid providing payment is continued by you subject to clause 4.

### 4. Contract invalidations

- If invalid or misleading information has been provided.
  - If payment is not received within 7 days of the date due your service plan will be cancelled and charges may apply.
  - If on our first visit we find a fault with the system/systems.
  - If we have advised that a permanent repair is needed to make sure your appliance or system is working properly and safely and you have not acted to resolve it in an appropriate manner.
  - Anyone other than one of our engineers/subcontractors carries out work on the system.
  - If health and safety issues arise from your property or persons in property.
  - If Work has been carried out by someone else on the system not authorised by us.
5. Acceptance onto one of our service plans does not imply that the boiler, heating system or plumbing system is installed to the relevant standards and we will not accept liabilities arising from the original design or installation and so make no warranty as to the fitness for purpose.
  6. We will not be liable for any delays in the supply of parts from our suppliers. We may fit replacement parts that are adequate but not the same as the defective part(s).
  7. New Parts will only be fitted where old ones are beyond reasonable repair. We will be the sole arbitrators as to the condition of parts, where a radiator requires changing, we will only change for a standard white radiator. Designer radiators and towel rails will be attempted to be repaired but not covered for a replacement. Boiler heat exchangers that have been damaged by debris, sludge or scale will not be covered for either parts or labour.
  8. As boilers get older for many reasons, they become noisy, where noise is down to the age of the appliance, we will not class this as a fault and is not covered under any plan.
  9. Boiler replacement – If your boiler is under 5 years of age and deemed unrepairable, we will replace the boiler like for like, we will need to see proof of the original date of installation. For boilers over 5 years a loyalty discount will be applied to the cost of fitting a new boiler.
  10. Access – We are not liable for any repairs to which we cannot gain reasonable access, removal of any obstructions will be at our sole discretion and will reserve the right to charge you at our standard rates. We may insist that you arrange for the obstruction prior to us carrying out the repair, we will not be held liable for any making good unless it's down to our negligence.

11. Charges – If a service plan is cancelled partway through the year, we reserve the right to charge for any services and/or repairs we have carried out at our standard rates.
12. Annual boiler service or landlord certificate- If this is included in your plan, we will try to arrange a visit for this to take place but you remain responsible for it happening within the contract.
13. System flushing – If we recommend that your heating system requires a flush, we will provide you with a quotation and once the system is cleaned, we will continue with any service plan in place.
14. Exclusions  
Our service plans **do not** include –

1. Repairs required due to design faults or existing faults prior to the start of this plan.
2. Repairs relating to damage caused by you or a third party.
3. Any loss or damage to any property caused by the boiler, heating system or plumbing system breaking down for example damage to the ceiling due to a leak.
4. Any faults caused by sludge, scaling or blockages
5. The cost of removing sludge or scale from the system and the damage caused would not be covered. Or adding a corrosion inhibitor.
6. Boiler repairs are limited to £250 in the first three months of your plan
7. Damage caused by weather or freezing
  8. Removal of dangerous materials for example asbestos.
  9. Any decorative parts for example casing, paintwork, batteries.
  10. Any part of a flue concealed within the fabric of the building.
  11. The gas supply from the meter to the boiler and or other appliances.
  12. Damage caused by fire, flood, lightning storm, freezing weather or any other natural event.
  13. Adjustments to time controls unless already on site.
  14. Any loss suffered by you due to delay in obtaining parts.
  15. The cost of a new boiler if parts become UN reasonably available, at our sole discretion.
  16. Accidental damage, theft or malicious damage.
  17. Routine maintenance, cleaning, descaling, turning on or lighting up the system, clearing airlock or blocked pipes, bleeding system, topping pressure up.
  18. Loss or damage caused by your equipment not working or costs arising from gaining access, this includes pipes under the floor or in the fabric of the building.
  19. Repairs that will cost over £400.
  20. Replacement of showers or taps.
  21. Below Ground drainage.
  22. Mains supply pipe.
  23. Replacement of baths, shower cubicles, basins and toilets.
  24. Replacement of any 'smart' controls such as the Nest or Hive thermostats.
  25. Replacement of taps, shower or any other fittings over the amount of £180.

Permitted by law where we are in breach of the terms of this contract or cannot honour the agreement the maximum liability will be limited to the cost of the relevant service plan you have in place. (Up to the amount you have paid for the current year). Under no circumstance are we liable for loss of earnings, profit, loss of goods, loss of business. None of these conditions limit us from the liability relating to death or personal injury from our negligence.

This contract is strictly a maintenance contract and IS NOT an insurance policy. Tom Sutton Heating is therefore not regulated by the FCA.

