

# PlusHeat

**Service Terms  
& Conditions**

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# 1

## Introduction

YOU must read these terms and conditions comprehensively; they are very important. PlusHeat provides a servicing membership through service contracts for homeowners and landlords. It is important that You read Our terms and conditions in conjunction with Your overview to confirm that the service contract you have purchased meets Your requirements. If you find anything is incorrect, or You have any questions, you should contact Us immediately. Thank you for choosing PlusHeat. Please read these terms thoroughly.

# 2

## Definitions

Wherever the following words and phrases appear, the following meanings will apply:

<b>Contract</b>	means the terms and conditions and Your service agreement combined.
<b>Contract Price</b>	the price You must pay for Your service contract, as specified in Your overview.
<b>Controls</b>	means the programmer / time clock, room thermostat (if fitted), cylinder thermostat (if fitted), and zone valves (but excluding the fused spur switch and any thermostatic radiator valves).
<b>Domestic Purpose</b>	means at least half the rooms in Your home must be used for normal living purposes. Therefore, not more than half of the rooms in the property should be used in connection with a business, trade or profession during the period specified in Your service contract.
<b>Emergency</b>	A sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of PlusHeat: a) Render the Property unsafe or insecure; or b) Damage or cause further damage to the Property; or c) Cause personal risk to you; or d) Cause a health and safety risk to others.
<b>Fixed Fee / Excess</b>	The first part of each and every claim which you must pay before PlusHeat will send an engineer to assess the reported issue, as shown in your schedule. This charge is non-refundable and does not apply to subsequent visits made within 30 days to fix the fault identified at the initial callout
<b>Home</b>	means Your private domestic dwelling where You reside, or the property You provide access to for remuneration, including any garage connected to Your property, but excluding all outside areas including (but not limited to) workshops, gardens, outbuilding and sheds.
<b>Intermittent Fault</b>	a problem that has been identified but is not consistent. If the problem ceases on inspection by the engineer any further reporting of the same issue will be deemed to be intermittent. In such situations a Call Out Fee can be applied. Alternatively, a fault deemed to be intermittent can be progressed on a Pay on Use basis. (See definition below).
<b>Minimum Charge</b>	means the lesser of: The service contract price less the monthly payments We have received during the contract compared to the cost of the Work We have undertaken during the contract calculated at Our normal rate for labour and parts.
<b>Monthly Payments</b>	means the part of the service contract price which You must pay every month.
<b>Annual Payments</b>	means the part of the service contract price which You must pay annually.
<b>Operating Hours</b>	means between 10.30am – 5.00pm Monday to Friday. (Excluding public holidays)
<b>Pay On Use Service</b>	Should an Emergency arise that is not included under your plan, we can arrange for an Approved Engineer to attend your Property, but you will be responsible for all costs involved. The use of this service does not constitute a Service Request under your plan. We charge a £99 call out charge (in addition to parts and labour) for call outs arranged that are not included under your plan.
<b>Renewal Date</b>	Your contract is on a rolling annual basis and will automatically renew until cancelled.
<b>Schedule</b>	means the schedule which We will send You at the start of Your service contract, which will set out the contract price and Your monthly payments.

<b>Service</b>	means an annual Service to ensure the elements in Your service contract are safe and in good working order, these we only be carried out between April and September.
<b>Start Date</b>	means the date on which Your service contract will start, as set out in Your Schedule.
<b>Trace &amp; Access</b>	Finding or investigating a fault. Please note your plan does not include investigating or locating a leak. If the source of the leak is not clearly visible and identifiable your Service Request will be declined and we would recommend contacting your house/buildings insurance.
<b>Exclusion Period</b>	Issues that fall within the initial 28-day exclusion period of your plan commencing on the next full day from your start date. You will not be able to have repairs carried out during this period. Any issues that fall within this period will be deemed pre-existing and will not be covered under your agreement
<b>Work</b>	means the service and repairs that We will carry out at Our absolute sole discretion on the occurrence of any uncertain event relating to the systems or appliances detailed in Your service Contract.
<b>We / Us / Our / You / Your</b>	means Plus Heat Ltd. (PlusHeat) means the person who has entered this service contract with Us.

## 3 Service Contract Conditions

**3.1 Period of Contract**  
Our contracts run on a 12 month rolling basis, until cancelled. Your agreement can be paid in monthly instalments or in full for the year upfront. Your service contact begins on the day you have chosen for your plan to start.

**3.2 Price Changes**  
Your contract price may be subject to change if the government introduces a change to the applicable tax rate, under these circumstances. We may also make changes to Your price which will be reflected by increases or reductions in the actual or projected costs of providing Your service contract including, (but not limited) to the number of costs or timing of Work carried out, which We as part of Our pricing service contract will have assumed or projected will be made under the terms of the service contract. You will always be informed as to any changes to Your contract price and monthly instalments.

**3.3 Payments**  
Monthly/annual payments are to be made by monthly/annual direct debit OR recurring card payment as the monthly/annual payments are due for that month/year. No other payment method or structures will be accepted by Us. When the service contract is setup an administration charge (which will be the same amount as the monthly instalment required by your chosen plan will be acquired by means of Direct Debit OR card payment.

If You need to cancel your contract with the first 14 days of the specified start date You will receive a full refund. You may cancel your contract at any time after the 14-day cooling off period by giving us written notice providing you have not:

- ... Had Your annual service.
- ... Made a claim

In the circumstances that a service has been provided within the first 14 days and You cancel; You will be required to pay for the services and parts provided.

Monthly payments shall be made on the day agreed (by Direct Debit OR Recurring Card Payment) there will not be any discount or other reduction (excluding deferment on account of disputes) unless notified in writing by Us as specified above, all prices are net.

At Our absolute sole discretion, We may require at any time, by delivery of an invoice to You, that all or part of the contract shall be paid in advance or on account.

Sums so invoiced shall be immediately payable, any balance remaining payable as otherwise herein required.

On the due date if either the monthly Instalment or the full payment is not received an administration charge will be added for each monthly payment that has not been cleared in full on the required date previously agreed.

The administration charge applied will be a sum of £20 which should be made payable to Plus Heat Ltd. Please note the administration charge applied is strictly to cover the additional administrative costs incurred. In such circumstances the account will be transferred to our external credit control team.

In the circumstances that You are a limited company or a sole trader, interest will be applied as conferred by provisions laid down in the Late Payment of Commercial Debts (Interest) Act 1998.

The interest is payable by You from the date on which the original payment was due that has been unpaid unless otherwise stated by an Act of parliament, the current applicable rate of interest accruing on a daily basis is the rate of 8% per annum.

This is based on the on the base lending rate of the Bank of England currently in force.

We shall reserve the right at Our absolute sole discretion to suspend all further Services supplied by Us outstanding until all outstanding monthly instalments or full payment of Contract is made. You will be required to pay the full outstanding amount on receipt of the invoice, in the event that We provide a service to You and no payment is received.

We reserve the right to process the outstanding unpaid amounts due by means of a Preauthorisation from You via a debit or credit card previously specified by You.

### 3.4

#### **Fixed Fee's / Excess / Additional Charges**

In Your summary and annual statement the amount of Fixed Fee / Excess (that is payable every time We carry out work for each separate fault under Your contract) You agree to pay will be shown.

Our engineer will reserve the right to decide whether a fault is related or unrelated to a previous breakdown. A previous breakdown is defined as a visit in which work has been carried out by Us within the last 30-day guarantee

period. If the Work required by You is not related to a previous completed fault that is still under guarantee, You will be required to pay any Excess/Fixed Fee. When We book Your appointment, We will ask for pre-payment by credit or debit card the same time that All repair work carried out by Us is guaranteed for 30 days subject to our terms and conditions. Your choice of the various service contracts provided will determine the services provided and the amount charged. We may ask you to conduct certain checks upon making a claim and if an engineer is sent out and it transpires that the appliances have not been maintained with the manufacturer's guidelines, we reserve the right to at our discretion to charge a call-out fee

### 3.5

#### **Annual Service Visit**

An annual Service visit is defined as a visit We carry out at Our absolute sole discretion in each 12month period of Your contract, to check that the elements/appliances included in Your contract are safe and in good working order. You will need to contact Us to arrange a visit to Your home once each calendar year, to inspect Your boiler and central heating system. If You have opted to pay monthly for your plan, You will be eligible to booking in your boiler service with Us after you have been a customer for 3 months. We will check that the following; Your elements are working in accordance with legal requirements and regulations; boiler, its flue and ventilation. We will also analyse the combustion gases that Your boiler produces using a probe, where appropriate. If the tests indicate that it is necessary, We will disassemble Your boiler to clean and / or repair it. This will help ensure that they are safe and in good working order. Should You not arrange for your annual service, We will make the assumption that You do not wish to have an annual Service visit for that particular period of Contract.

We will then move Your annual Service visit due date to approximately the same time in the following year. In these circumstances, We will not reimburse any of the service Contract fees. This will not affect Your entitlement to have Your annual service visit before the end of Your period of contract, but it will be Your responsibility to contact Us to arrange an appointment. We reserve the right under these terms and conditions to carry out annual boiler Services at our absolute sole discretion between April and September each year.

### 3.6

#### **Renewals**

Unless exceptional circumstance apply, We will normally give You 28 days' notice to tell You of any changes to Your prices or what is included in Your service contract (or) for the next period of Your contract. Unless You inform Us when We email or write to You that You do not wish to renew, Your contract will automatically run on a rolling contract until cancelled. To cancel your contract, you must give us 30 days' notice. The price of Your contract may change at the end of a 12 month period of contract and at the end of each subsequent year. This may be due to general inflation and / or because We have a more detailed and accurate information on Your boiler and / or central heating system, in conjunction with Your breakdown history. This means the price We charge when Your contract renews is specific to Your needs.

3.7

### **Moving Home**

You will need to tell Us as soon as possible about any changes of address. If You are moving out of Your home or buying a second home We will move the current contract to your new Home, or if applicable, a different product is required new Contract will be offered at this time. Please note, a 28 day exclusion period will apply to the new address.

3.8

### **Domestic Use**

Our domestic contract is only available for boilers, central heating, plumbing, electrics, drainage systems and kitchen appliances used inside Your home for domestic purposes with a boiler not exceeding 46kw. If You own a domestic property which You let out for remuneration, You can also hold a service contract for these properties. However, please note a service contract of that nature requires a Landlord Gas Safe Certificate (CP12) to be included. Please refer to Section 7 - Landlords.

3.9

### **Locations Serviced**

We are currently accepting customers where We can provide the contract throughout the UK.

3.10

### **Our Responsibilities**

Any benefits provided by Us under this Contract shall only be granted solely by Us and every case shall be determined made upon such terms and conditions as laid down by the company. In order to negate any doubt, the limitation or the provision of the benefit will only be granted at Our absolute discretion.

3.11

### **Gaining Access to Your Property and Arranging Appointments**

It is required there is somebody over the age of 18 years or older always at your property before Our engineers are permitted to work in Your property. It is always Your responsibility to provide Us access to your property (which includes but not limited to) adequate parking. If access to your property is occluded, We will be prevented from carrying out the necessary work and it will be your responsibility to arrange another appointment. If there is a second occurrence in which access is not granted a charge of £99 will be applicable.

If You do not arrange another appointment, or We cannot gain access, Your Contract will continue, even if We have not carried out the work required under the contract. If there is still problems in accessing Your property after several at-tempts or We have not been able to complete an appointment, We may email You to let You know that We have cancelled Your Contract.

3.12

### **Guarantees**

All work carried out by Us is guaranteed for a period of 30 days from the date we completed the Work, subject to our Terms and Conditions. If the same fault is experienced by You again within the 30 day guarantee period any fixed fees/ excess applicable will be waived. Your legal rights under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, or any replacement legislation or regulations, are not affected by the rights in We

give You in Your guarantee. Your rights under the guarantee We give to You are additional those rights. If in doubt You can get advice about Your legal rights from the Citizens Advice Bureau or Trading Standards Department.

Where We install or replace Your boiler, We will commission and undertake a safety check on Your new boiler at the time of installation. Therefore, a separate annual Service visit will not be carried out during that 12 month Contract.

**3.13**

#### **Governing Law**

The contracts we offer are governed by the law of England and Wales Our contracts and terms and conditions are written in English and all correspondence will be in English.

**3.14**

#### **Upgrades**

When changes are made to Your system which improves efficiency or safety, these changes will be regarded as upgrades to Your system. The cost incurred by upgrading Your system is not included in this contract. Subject to availability, You may be offered an opportunity to buy system upgrades such as a powerflush, system filters, scale reducers or trace heater kits from Plus Heat Ltd. For example, replacing radiators with improved models and replacing standard radiator valves with thermostatic radiator valves. Any repairs required to upgrade Your system will be carried out at Our absolute sole discretion under Your service contract unless general exclusions apply. Please see Section 5 - Exclusions that apply to this contract. If We have informed you a powerflush is required and you chose to attain the powerflush from a third party, We will require proof of purchase of the powerflush in order for Your service contract to continue to be valid and enable Us to complete any subsequent repairs.

**3.15**

#### **Internet Connected Heating Controls**

Internet connected controlled heating may also be known as a product referred to as remote heating control or hive active heating. Having internet connected heating allows You to control Your central heating system remotely.

Our service contract excludes Your broadband connection on any device or other internet connected heating control equipment e.g mobile phone or router. You need to contact Your internet provider to resolve problems concerning Your internet connection.

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**4**

## **General Conditions**

**4.1**

#### **Your Cancellations Rights**

You may cancel this contract within the first 14 calendar days of the contract start date by either notifying Us in writing or by telephone, please read the details provided in Section 9 – Contact Details.



In the circumstances that We have not carried out any repair work You will be entitled to a full refund of any monthly payments that You have made within that 14 day cool off period. However, if We have carried out any Work, You must pay the minimum charge of a 12 month contractual period from your activation date. If We fail to provide the services that We have agreed to provide in any material respect. If You cancel this contract after the first 14 calendar days for any other reason, You will not be entitled to a refund of any payments that You have made. You will also be liable and must pay to Us the remaining outstanding balance of Your 12 month period

## 4.2

### **Our Cancellation Rights**

If the following circumstances arise, We may cancel Your contract;

- \* If You give us false information.
- \* At Our discretion.
- \* If You do not make an agreed monthly payment.
- \* If Your appliance or system is not on Our approved list.
- \* If You do not give Us access to Your property if this is needed.
- \* If We are not reasonably able to find parts for Your boiler, central heating or plumbing system.
- \* If improvements We tell You are needed are not completed.
- \* You are physically violent or verbally abusive to any of the employees/ employers or agents acting on the behalf of Plus Heat Ltd.

In these circumstances You will not be entitled to a refund of the monthly payments that You have paid and the minimum charge You must also pay to Us.

We may choose to cancel this contract:

- \* If following the initial inspection and service determines that Your boiler, central heating or plumbing system is unsuitable for our service contract. We will advise You of the result if this is the case.
- \* If there is a health and safety issue.
- \* If there is a permanent fault with Your existing central heating or plumbing system which We are not required to remedy under this contract has not been remedied. In these circumstances You will be entitled to a refund of the Monthly Payments You have paid in that Contract year minus any costs incurred during that contract period by Us.

We may also choose to cancel this contract:

- \* If Your boiler is 7 years old or more, and not repairable. In these circumstances You will not receive a refund of the annual/monthly payments You have paid in that contract year.
- \* If parts become unavailable and We cannot fix Your boiler or central heating system in these circumstances, You will not receive a refund of the annual/monthly Payments You have paid in that contract year. If We choose to cancel Your contract, We will notify you via email.

### 4.3

#### **Claim Notification And Requirements**

In order to make a claim, you or your authorised representative must:

- ... Within 24 hours of the occurrence of the event, notify us on 0808 164 2893.
- ... Where requested to do so, notify us in writing and submit a claim form
- ... When requested to do so, and within 14 days of receiving such request, deliver to Us a written statement of all reasonable particulars and details of the appliance affected, the appliance's value and the event and provide all such documents, explanations and other evidence as may be reasonably required by Us.

Unless all the terms of this condition (as detailed above) are complied with, at Our absolute sole discretion a claim under this service contract may not be payable.

### 4.4

#### **Subrogation and Observance**

If a claim arises as a result of the act or default of a third party, at the request and expense of Us, you shall take and permit to be taken in its name all necessary steps to enforce its rights against any such third party.

## 5

### **Service Contract Exclusions**

#### 5.1

##### **Design or Existing Faults**

Repairs will not be carried out by Us if there are design faults which existed before You entered into your Contract with Us. These faults which We may identify on a previous visit or via Contract at the property and faults that We could not identify on our first service or a repair call out to Your boiler, central heating or plumbing system whilst using reasonable care and Skill required to carry out such work will not be repaired by Us. An example would be pipes buried under concrete floors, or any pipes that do not have acceptable pipe protection. Acceptable pipe protection for pipes that are under floors should be factory sheathed, soft copper laid through plastic ducting. Joints should not be located in the plastic ducting / sleeve, and the pipes must be installed according the manufacturer's instructions.

#### 5.2

##### **Accidental Damage, Third Party Damage and Damage from Deliberately Taking Risks.**

We will not be liable for the cost relating to damage caused by You or any third party. In the circumstances if work is carried out on Your boiler or central heating system by someone other than Us, whether or not it relates to following our advice (e.g. power flush), which results in damage to that part or another parts of Your system, the repair will be excluded from Your service contract.

We will not be liable or carry out repairs to accidental damage to Your plumbing system caused by a resident of the property.

An example would be, if You accidentally put a screw or nail through a hidden pipe (plumbing system only). We will not be liable to cover such damage caused by D I Y intentionally/unintentionally carried out directly on the plumbing system.

**5.3**

**All other Loss or Damage**

We will not be liable for any cost or expense (unless caused by Our negligence) caused by necessary access and / or associated with reinstating the fabric of the Home and costs associated with the remedial work, Such as redecoration, or restoration of any fixtures or fittings needing to be removed or replaced during the carrying out of any Work. Unless damage is caused by Our negligence, We will not be liable or responsible for any loss or damage to Your Home as a result of Your boiler, central heating or plumbing system breaking or failing, This includes cleaning needed, or damage to fixtures or furniture, for example, damage caused by water leaks.

**5.4**

**Making Good**

We will not be liable or responsible for making good any damage necessary that We have caused in order to carry out any repair or maintenance in order to meet Our obligations under this Contract. For example, the filling in of holes. We will not be responsible for replacing the original surface/construction or redecoration.

**5.5**

**Risks Normally Insured Under Household or Other Insurances**

Except and only to the extent specifically stated under this Contract, We will not include the repairing of faults or damage or replacement of appliances or systems caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lighting, explosion, flood or storm.

You should check Your household insurance to ensure that You have enough cover for these risks. If anything specifically stated has been included in this Contract, is also included under any other insurance or maintenance contract You hold, the repair will be the responsibility of the provider of Your other insurance or maintenance contract.

**5.6**

**Approved Equipment**

For certain items We keep an approved list, We only carry out work at our absolute sole discretion on gas boilers, central heating system controls and plastic pipes which are on Our approved list.

**5.7**

**Third-Party Rights**

Nobody other than You will be able to benefit from Your service contract, which cannot be passed to someone else without Our written confirmation. If You are a landlord You may give permission to Your tenant, managing agent or other third party to arrange an engineer appointment on Your behalf.

**5.8**

**General Exclusion that apply to all Our service Contracts**

We will not include the following (general exclusions)

- ... Any cost to gain access to Your system, built-in appliance, built or buried pipework (inside or outside your home) or wires to make a repair and then make good (see section 5.4). We do not include the cost of getting to Your appliance or system if it is not accessible. We do not cover the cost of parking if adequate parking isn't provided.
- ... Dripping taps on central heating filling loops that only leak when in use.
- ... Repairing faults deemed intermittent or recurring
- ... Upgrades that are required to improve Your boiler, central heating, plumbing, drains or electric system due to poor access or poor condition.
- ... Power flush to Your boiler or central heating system
- ... CCTV Inspection of Your drainage system
- ... Replacing or repairing parts that do not affect how Your boiler, central heating, plumbing, drains or electric system works, or decorative or specialist parts.
- ... Removing asbestos associated with repairing the boiler, central heating or plumbing system. When You have had any asbestos removed, You must give Us a clean air certificate before We will do any further work at Your property. By law, the person who removes the asbestos must give You a clean air certificate.
- ... Cash alternatives instead of a Service or Work.
- ... Corrosion or any parts that have corroded.
- ... Repairing or replacing any steel, lead or iron pipes.
- ... The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services.
- ... Beginning or continuing services where We reasonable consider that there is a health and safety risk, including the presence of dangerous materials, infestations, or harassment of our staff (including verbal or physical abuse). We will not start work again until there is no longer a risk to health and safety.
- ... Repairs where parts are no longer available or obsolete.
- ... Any maintenance or repair of Your boiler, central heating or plumbing
- ... Utility service connections, electricity cables.
- ... Any equipment not situated in the home.
- ... Any contribution towards a replacement boiler or other item if it is over 7 years old and Beyond Economic Repair.
- ... Any contribution towards a replacement boiler in the first 6 months of your service contract if it is under 7 years old and Beyond Economical Repair.
- ... Any contribution towards a replacement boiler or other if the boiler can not be repaired due to parts being obsolete
- ... Any appliances not housed in the main body of the dwelling or the garage, for example, those housed in a shed or out house.
- ... A 28 day exclusion period will apply to issues that fall within the initial 28 days of Your agreement commencing on the next full day from your start date. You will not be able to have repairs carried out which are cover by PlusHeat under your agreement during this period. Any issue that falls within this period will be deemed pre-existing and will not be covered under your agreement.

- ... Airlocks or the balancing and venting of radiators;
- ... Events where on attendance it becomes clear that the call out is not an emergency.
- ... The costs of any work carried out by you or persons not authorised by us in advance.
- ... Non-Visible leaks. Please see definition of trace & access. Your plan does not include any investigation to locate the source of the leak.
- ... Any Service Requests arising from gradual deterioration and/or wear and tear.
- ... We may limit the level of assistance we provide for boiler Service Requests where an installer or supplier guarantee or warranty exists. We may direct you to the installer or manufacturer for a solution in the first instance to prevent voiding of any guarantee/warranty.
- ... Any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes, unless the consequences of any of these are expressly stated to be included elsewhere.
- ... Seals and grouting, which generally fill gaps between tiles and sanitary ware
- ... Damage that is covered by any insurance policy
- ... Replacement of heat exchangers or repairing faults caused by limescale, sludge (namely, dirty water contaminated by particles of dirt, rust or other foreign contaminants, that is deposited as water passes through the components of the central heating system), or other debris
- ... User tasks which are detailed in your user guide, re-pressurising your system and or bleeding your radiators

## 5.9

### **Beyond Economic Repair (BER):**

Beyond Economical Repair (BER): Upon making a claim, the total cost of parts and labour (including VAT) required to repair the boiler will be determined by us using reputable suppliers. If this cost exceeds the percentage below (based on your boilers age) of the manufacturer's current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to your boiler or the then current version of your boiler, it will be deemed to be BER.

...	1-5 years old	-	60%
...	6-9 years old	-	40%
...	10-14 years old	-	15%
...	15+ years old	-	7.5%

Example:

<b>Boiler Value (when new):</b>	£1,500
<b>Boiler Age:</b>	5 years
<b>B.E.R Limit:</b>	£975
<b>Repair cost:</b>	£350

## 6

## Plan Inclusions and Exclusions

Here are the elements of the range of plans and what they include and exclude, what is included in your plan is determined by the plan You choose:

### 6.1

#### Boiler

We may at our discretion provide assistance in an Emergency following the complete breakdown of the domestic boiler and/or central heating system which results in the complete loss of heating and/or hot water.

Repairs to a single mains gas boiler (dependent on the plan taken which is listed on your schedule) including any manufacture fitted parts inside the boiler.

There is a £50 Fixed Fee for each and every claim relating to boilers over 10 years old. You must pay the Fixed Fee before PlsuHeat will send an engineer to assess the reported issue. This charge does not apply to subsequent visits made within 30 days to fix the fault identified at the initial callout.

### 6.2

#### Annual Boiler Service

Annual boiler service to Your single gas-fuelled boiler (dependant on the plan taken which is listed on your schedule) including any manufacturers fitted parts inside your boiler.

Appointments will usually take place between the hours of 9am and 6pm Monday to Friday, excluding bank holidays, and will be subject to our engineers' availability

### 6.3

#### Landlord Gas Safety Certificate

At Our absolute sole discretion, Our engineers will conduct one safety and operational checks in any 12 month period. Our engineers will usually carry out this service at around the same time each calendar year. This will depend on their workload and Your or Your tenant's appointment preference. Service, safety and operational check visits (where applicable) will be carried out on an agreed date between the 3rd and 12th month after the commencement date.

Appointments will usually take place between the hours of 9am and 6pm Monday to Friday, excluding bank holidays, and will be subject to our engineers' availability.

### 6.4

#### Central Heating Systems

At Our absolute sole discretion, We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic central heating system in an Emergency. In the event your system requires to be drained down at Our absolute sole discretion, We will cover the cost up to the first two hours. If further time is required this would be chargeable.

Repairs to Your central heating system including:

- ... Pumps, motorised valves, radiators valves.
- ... Hot water feed and expansion tank.
- ... Pipes and fittings.

## 6.5

### Heating Controls

At Our absolute sole discretion, We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic non smart heating controls in an Emergency.

Repairs or replacements to the following:

- ... Thermostats, frost stats, clocks, timers and programmers.

## 6.6

### Plumbing

At Our absolute sole discretion, We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your plumbing system in an Emergency.

Repairs to the following:

- ... Hot & cold-water pipes.
- ... Cold water tanks and overflow

## 6.7

### Electrics

At Our absolute sole discretion, We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic electrics in an Emergency.

Repairs to the following:

- ... Internal mains electric wiring.
- ... Fuse boards and circuit breakers.
- ... Sockets & Switches.

## 6.8

### Internal Drains

At Our absolute sole discretion, We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your domestic internal drains in an Emergency. This includes restoring toilet facilities where you do not have access to or the ability to reach a working toilet with your Property. If you have access to more than one toilet, this not deemed as an Emergency.

## 6.9

### Gas Supply Pipes

At Our absolute sole discretion, We will assist You and pay for the call out, labour, parts and materials involved in repairing of Your domestic gas supply pipes in an Emergency. Repairs to Your gas supply pipes for which You are responsible located inside Your Home feeding the central heating boiler and other gas appliances, but not including the gas company's meter or other monitoring or measuring device.

## 6.10

### Water Supply Pipes

At Our absolute sole discretion, We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying a leak on Your domestic fresh water supply pipes in an Emergency.

- ... Repairs to fresh water supply pipes within Your boundary between Your Home and the mains supply pipes.
- ... The engineer will repair or replace the damaged section of pipe in order to resolve the immediate emergency to reconnect Your property to the mains water supply. A permanent repair will only be carried out if the cost of this is the same or less than the emergency repair cost. In all other cases, the engineer will carry out an emergency repair.

## 6.11

### External Drains

At Our absolute sole discretion, We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying leaks or blockages of Your domestic external drains in an Emergency. There is a £50 Fixed Fee for each and every claim relating to your external drains which You must pay

before PlusHeat will send an engineer to assess the reported issue. This charge does not apply to subsequent visits made within 30 days to fix the fault identified at the initial callout.

## 6.12

### Taps & Toilets

At Our absolute sole discretion, We will assist You and pay for the call out, labour, parts and materials involved in repairing or unblocking of Your taps and toilets in an Emergency. There is a £50 Fixed Fee for each and every claim relating to your taps which You must pay before PlusHeat will send an engineer to assess the reported issue. This charge does not apply to subsequent visits made within 30 days to fix the fault identified at the initial callout.

- ... Leaking taps and running toilets.
- ... Ball cocks, syphons, and valves.
- ... Replacement of non-ceramic tap washers.

## 6.12a

### Home Security

At our absolute sole discretion, We will provide assistance in an emergency following damage to or failure of an external lock, door or window or where you are unable to gain access to your Property due to lost keys, which renders the main living areas of the Property insecure and easily accessible to intruders, including: - Creating emergency access when you are locked out of your Property where the Property is deemed unsafe or insecure. - Boarding up broken doors or windows.

## 6.12b

### Pests

At our absolute sole discretion, We will provide assistance in an Emergency following a Pest infestation in and/or attached to the Property where there is clear evidence of the infestation, including:

- ... Wasps or hornet nest in the Property.
- ... Mice or rat infestation in the Property.

## 6.12c

### Roofing

At Our absolute sole discretion, We will assist You in the following ways to protect Your property following damage to your roof in an Emergency:

Supplying and securing a temporary tarpaulin sheet in the event of extreme winds (in excess of 55mph) which have directly caused damage to the tiled pitched roof over your main residence resulting in water ingress.

For health and safety reasons we can only attend roof jobs during daylight hours when the weather is dry and stable.

## 6.13

### Boiler Replacement

- ... If We deem your boiler beyond economical repair and it is under 7 years old, at Our absolute sole discretion, we will supply a brand-new suitable replacement and install it for you.
- ... If your boiler is over 7 years old, and We deem your boiler beyond economical repair, at Our absolute sole discretion we will provide you with a brand new suitable replacement and the cost of installation would be charged to you.
- ... Only applicable if You have held a continuous service plan with Us for longer than 6 months. You will be required to prove that the faulty appliance has been fully serviced and maintained to manufactures specifications
- ... A boiler that is required to be replaced due to parts being obsolete will not qualify for our boiler replacement scheme
- ... A boiler that qualifies for our boiler replacement scheme will only be deemed approved if the boiler is installed by PlusHeat
- ... Boiler replacement is included with your plan subject to the plan you have chosen. This will be stated in your schedule.



## 6.14

### **Kitchen Appliance Cover**

At Our absolute sole discretion, We will assist You and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of Your kitchen appliance.

Repairs to:

- ... The kitchen appliance(s) on Your statement.

#### **Original Documents:**

Original Documents must be provided in all cases of a claim, we will not accept handwritten receipts, or documents not on headed paper. We will not accept forwarded emails or documents that appear to have been modified in any way. We reserve the right to verify any documentation supplied to us.

In Addition to 4.3 Claims Notifications & Requirements, in General Terms and Conditions, in order to make a claim, You or Your authorised representative must:

- ... Hold the appliance or parts thereof, available for inspection for 30 days following the submission of a claim
- ... Provide proof of purchase when requested, such as a dated receipt from a registered retailer. Should Your covered appliance be replaced by You during the contract term and You are happy to continue making Your fee payments, You must notify Us of the alternative appliance to be covered by this service contract.

The following are not included in Your service contract:

## 6.15

### **Boilers:**

- ... Issues that fall within the initial 28-day exclusion period on Your plan. You will not be able to have repairs carried out during this period. Any issue that falls within this period will be deemed pre-existing and will not be covered under your agreement.
- ... Routine pressure issues arising from the inappropriate or inadequate care, non-maintenance or neglect of Your boiler and heating system as per the manufacturer's user instructions and safety guidelines. If You wish Us to repressurise Your boiler this can be done on a pay-on-use service that requires a £96 payment.
- ... Boiler repairs are limited to £300 in the first 3 months of Your Contract.
- ... Repairing or replacing parts of Your boiler that are specifically designed for piped or electric underfloor heating.
- ... Replacement of parts that are faulty or damaged as a result of sludge or hard water scale in Your boiler.
- ... Repairs to boilers or heating systems that have not been serviced in accordance with the manufacturer instructions by a qualified person within the preceding 12 months, You may be asked to provide proof at the time You report a fault.
- ... If Your boiler is over 7 years old and deemed Beyond Economical Repair, We will not replace Your boiler unless You pay Us Our cost of installation. We will let You know if the boiler is uneconomical to repair.
- ... We do not consider any contribution towards any third parties other than those approved by Plus Heat Ltd.
- ... Boilers that require specialist work such as Potterton Powermax, Elm Le Blanc, Chaffoteaux Britany Combi;
- ... Combined power and heating appliances
- ... Fan assisted convector heaters or immersion heaters. • Flues that are connected to the boiler appliance.
- ... Resetting/reprogramming your controls or replacing batteries;
- ... Our General Exclusions also apply (see section 5).

## 6.16

### Plumbing

- ... Replacing ceramic disks and taps
- ... Repairing showers.
- ... Replacing bath and shower seals or grouting.
- ... Replacing or repairing sanitary ware.
- ... Replacing cold water storage, hot water cylinders, radiators or expansion tanks.
- ... Repairing or replacing water softeners, combined overflow and pop up waste mechanisms, all electrical hot water pumps and parts of your water system that are designed to increase mains pressure, water filters, radiators, swimming pools, decorative garden features, rain water pipes and guttering, waste disposal units, macerators such as sani-flo, and electrical units for toilets.
- ... Water pipes to or from and in detached outbuildings, fountains, swimming pools, ponds, and other decorative garden features, garden taps, treatment plants, rainwater pipes, roofs, guttering, or other external property.
- ... Repairing frozen pipes.
- ... Replacing or repairing spa baths, or associated components that form part of its construction. These include, but are not restricted to pumps, jets, heating elements, pipes and tubes.
- ... Blockages, collapsed or leaks or any other problems of the mains water supply from the stop cock in your property up to where it is connected to the public or shared water supply pipe within the boundary of your property, as this will be covered by either the water board or your buildings insurance.
- ... We do not carry out Work for accidental damage caused by anybody who has been working directly on the plumbing system.
- ... All repairs to galvanised steel cold-water storage or expansion tanks.
- ... Washing machine and dishwasher hot and cold flexible pipes.
- ... Septic tanks
- ... Where there is a leak from any household appliances, shower, bath or sink when in use and there is another means of equivalent bathing or washing at the Property. In the event of a leak it is important for you to mitigate against any damage/further damage by containing the leak or turning off the water supply at source. We will not accept responsibility for damage caused where you have failed to reasonably mitigate potential loss.
- ... Our General Exclusions also apply (see section 5).

## 6.17

### Water Supply Pipes

- ... Any water supply pipe which is the responsibility of the water supply company.
- ... Any water supply pipe outside the boundary of Your home or for which You are not responsible, or freshwater pipes beneath or inside any building or outbuilding.
- ... Frozen pipes, the damage from which has resulted in a leak or permanent blockage.
- ... Swimming pools or similar, Jacuzzi, spa baths, decorative features, ponds, fountains and any associated pipes valves or pumps.
- ... Caused by or resulting from inadequately lagged pipes.
- ... Contents of Your home.

## 6.18

### Gas Supply Pipes

- ... Repairs to any gas appliance or boiler not included in the plan.
- ... Gas supply pipes which are the gas supply company's responsibility.

## 6.19

### Electrics

- ... Any replacements or upgrades or replacing fuse boards. • Repairing or replacing wiring encased in rubber or lead.
- ... Repair or replacement light fittings
- ... Repairing accidental damage to Your electrical system.
- ... Repairing or replacing solar photovoltaic panels and installations.

- 6.20** **Drains**
- ... Rainwater guttering and downpipes, manholes and their covers, soak-aways, septic tanks, cesspits, drainage pumps, macerators, treatment plants and their outflow pipes.
  - ... Blocked toilets and/or drains where this has been caused as a consequence of neglect, misuse or the internal workings of the flush. E.g. inappropriate use of pipes/drains to dispose of unsuitable items.
  - ... Cleaning and descaling Your drains.
  - ... Shared drains.

- 6.20a** **Home Security**
- ... Replacement of any locks or keys to the main Property or for any outbuilding, garage or shed which is not part of the main Property, if another set exists.
  - ... Replacement or repair of electronic units powering garage doors, internal locks, window locks, doors, glass, external garages or outbuildings.
  - ... Any damage caused by the approved engineer in gaining access to the Property.
  - ... Doors subject to swelling.
  - ... Porch doors where there is another lockable door which prevents access to the main living areas of the Property.

- 6.20b** **Pests**
- ... Infestations in your garden of any outbuildings
  - ... Any other pest/animal control issues.
  - ... Any Service Request where the pest infestation is not readily visible.
  - ... Repeat Service Request where you have failed to follow previous guidance from us or the approved engineer to prevent continued or further infestation.
  - ... The removal of bees and beehives. Bees are not seen as pests and therefore cannot be treated in the same way as hornets or wasps. If you have a swarm of bees in the structure of your Property, you should contact the British Beekeepers Association for guidance: [www.bbka.org.uk](http://www.bbka.org.uk).

- 6.20c** **Roofing**
- ... Flat roofs, or any roofs other than those of a tiled pitched construction over your main residence;
  - ... Temporary or permanent repairs to your roof; or
  - ... Damage caused by anything other than extreme wind.

- 6.21** **Kitchen Appliances**
- ... Anything that happens in the first 28 days of You taking out the plan.
  - ... Wine coolers, cooker hoods, and other extractor fans.
  - ... Disconnecting and disposing of Your old appliance or unpacking or installing new ones.
  - ... Any appliance(s) that were not brought in the UK.
  - ... Any appliance(s) that were not new when You brought them.
  - ... Any appliances that You do not have a receipt of purchase for.

- 6.22** **Gas Appliances**
- ... Repairing or replacing the flue including the flue terminal.
  - ... Damage caused by or the removing of lime scale or sludge.

## 7 Landlords

If You are a landlord and let out properties for domestic purposes, the following conditions will apply.

## 7.1

### Appointment Booking – Tenants / Agents

Your tenant and/or managing agent can book an engineer's appointment directly or repair with PlusHeat under Your service contract. Under Your service contract they can also arrange for Your annual Gas Safety Certificate/ CP12 to be carried out. However, if Your tenant is dishonest with Us on the phone and calls Us out for something that isn't included in the plan or something we did not agree to, You will be liable for Our costs, it will then be up to You to claim this from Your tenant. You may want to let them know that You can do this.

## 7.2

### Gas Safety Certificate (CP12)

By law, landlords must make sure they maintain gas appliances in a safe condition; they must also have gas appliances in properties that they rent, checked for safety, as well as having an inspection of the installation pipework, every 12 months. They should also hold a Gas Safety Certificate CP12 as proof. It is Your responsibility to make sure that You keep to Your legal obligations and We will not be legally responsible for any failure on Your part to ensure that these checks are carried out. Our service contracts can include the certificate and inspection of the installation pipework as standard, and You will need to tell us the appliances You would like to be checked.

The following are included in Your contract and will be carried out at Our absolute sole discretion.

- ... A safety inspection of the gas installation and pipework at Your property.
- ... A safety inspection of the appliances specified by You at the time You purchase this product. Only the appliances specified at the time that You purchase this product will be included in Your inspection. You can add other appliances to Your CP12, at any time, at an additional cost for each additional appliance.
- ... A Gas Safety Certificate (CP12) which will contain details of the gas installation and all gas appliances checked by Our engineer.
- ... The inspection and completion of the Gas Safety Certificate (CP12) will be carried out at the same time as the annual service visit.
- ... We will leave the tenant with a copy of the Gas Safety Certificate (CP12) and send You a copy via email.
- ... If any of the appliances fail Our inspection, We will issue the Gas Safety Certificate (CP12) and include details of any faults found, and any remedial action taken (for example, disconnecting the appliance). It is Your responsibility to make sure that Your appliances are repaired or replaced at Your cost. Additional charges will apply for any future inspections. And any confirmation of Gas Safety following the work needed to meet regulations.
- ... Occasionally We may need to revisit Your property to complete or carry out the Gas Safety Certificate (CP12), in these circumstances, further access to Your property will be required.
- ... It will be Your responsibility to contact Us to have Your landlord gas safety certificate carried out.
- ... General conditions apply (see section 3). All exclusions (see section 5) apply. The exclusions below also apply:
- ... The following are not included in Your Contract.
- ... The cost of any repairs that We find necessary during the inspection.
- ... The cost of any reinspection to appliances that fail Our inspection.

## 8

### Complaint

We will always aim to do Our best, however, there maybe times when things go wrong. If You have a complaint about any part of Our service, or Our product, please contact Us by phone or write to Us, using the contact details specified,

see Section 9 – Contact Details. We will try to deal with the matter immediately, however, if We can't, We will keep You regularly informed about the progress of Our investigation.

This is a service agreement and not an insurance policy, any benefit you receive from this service contract will be at Our absolute sole discretion. This means that this service contract falls outside the remit of the FCA (Financial Conduct Authority). Any complaints you make to us will be governed by the following applicable law:

This service contract may only be relied on and enforced by Us and You and shall not be directly or indirectly enforceable by any third party under the contracts (Right of Third Parties) Act 1999 or otherwise. This service contract shall in all respects be governed and construed in accordance with the laws of England and Wales and, subject to the terms of this clause, any disputes arising between the parties under this contract shall be referred to the exclusive jurisdiction of the courts of England and Wales, unless the protected home is located in Scotland, in which case the law of Scotland shall apply.

## 9

### Contact Details

Our Address is:

Plus Heat Ltd, 27 Old Gloucester Street, London, WC1N 3AX.

Our Email Address is:

info@plusheat.co.uk

Our Telephone number is:

0808 164 2892.

Our office opening hours are:

Monday to Friday 10.30am – 4.30pm.

## 10

### Your Privacy

This section explains how We use the information, including sensitive information that We collect about You when You buy a plan from Us. We will tell You if there are any significant changes to the information We collect and how We use it. We may use information about You to do the following:

- 1 Provide You with the services You have asked for (which may include loyalty and incentive schemes We may run from time to time).
- 2 Offer You accounts, services and products from Us. To help us make these offers We may use an automatic scoring system.
- 3 Provide to third party introducers who referred you to Plus Heat Ltd in order to pay a relevant introduction commission fee

- 3 Help run, and contact You about improving the way We run any accounts, services and products We have provided in the past, We are providing now, or may provide in the future.
- 4 Create statistics, test computer systems, analyse customer information, create profiles and create marketing opportunities (including using information about what You buy from Us).
- 5 Help maintain Your, and the members of Your family or households, health, safety and security.
- 6 As part of the process of selling one or more of Our businesses.
- 7 If We have been asked (for example by Ofgem or a lawyer) to provide information for legal or regulatory purposes.
- 8 As part of current or future legal action.
- 9 As part of government data-sharing initiatives; for example, those designed to help stop fuel poverty (where people cannot afford to pay for heating and electricity).
- 10 To help manage any loyalty or rewards schemes.
- 11 If You do not pay Your annual/monthly payments, We may transfer Your debt to another organisation and give them details about You.
- 12 Help train Our staff. We may also monitor and record any communication We have with You, including phone conversations and emails, to make sure that We are providing a good service and meeting Our regulatory and legal responsibilities.

When We contact You, We may use any information We hold about You to do so. As a result We may contact You by email, phone, text message or other forms of electronic communications, or by visiting You. If We are contacting You to tell You about any offers, We will, as far as possible, do this in line with Your preference of communication with Us for marketing purposes. You can ask Us not to send You any information on Our offers at any time by contacting Us and giving Us Your account details.

If You give Us information on behalf of someone else, You confirm You have given them the information set out in this document, and that they have given permission for Us to use their personal information in the way We have described in this section. If You give us sensitive information about You or other people (such as health details or details of any criminal convictions of members of Your household), You agree (and confirm that the person the information is about has agreed) that We can use this information in the way set out in this document. You are entitled to have a copy of the information We hold about You and to have any inaccurate information corrected. We may charge a small fee for providing a copy of any information We hold about You.

For more information about this please contact Our privacy team at: PlusHeat Ltd, 27 Old Gloucester Street, London, WC1N 3AX.

Email: [info@plusheat.co.uk](mailto:info@plusheat.co.uk).



## Useful Contacts

### Address

Plus Heat Ltd  
27 Old Gloucester Street  
London, WC1N 3AX

### Phone Numbers

Sales/Customer Service  
0808 164 2892

24/7 Emergency Breakdown  
0808 164 2893

### Website

[www.plusheat.co.uk](http://www.plusheat.co.uk)

### Queries

[info@plusheat.co.uk](mailto:info@plusheat.co.uk)

### Customer Service

[support@plusheat.co.uk](mailto:support@plusheat.co.uk)

### Complaints

[complaints@plusheat.co.uk](mailto:complaints@plusheat.co.uk)

### Cancellations

[cancellation@plusheat.co.uk](mailto:cancellation@plusheat.co.uk)

### Engineers

[engineers@plusheat.co.uk](mailto:engineers@plusheat.co.uk)