

TERMS AND CONDITIONS OF OUR SERVICE PLANS

These Terms and Conditions are part of the contract between you (the customer) and Elementis Boiler Experts LTD.

1 - Definitions

Service plan – Refers to the type of plan that you have chosen to take out reference to clause 2 for full details of what 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, radiator valves, programmer/timers, cylinder stat, pressure controls.

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

We / Us / - The boiler servicing company.

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

Force Majeure – Means any circumstances beyond all reasonable control for example strikes, industrial actions lockouts, labour shortages, material shortage and traffic delays, sickness, holidays (bank holidays Christmas period and New Year and out of standard hours).

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 Plans (these names can be changed)

Basic (standard boiler service and safety check)

Intermediate (full strip down service with new gaskets and electrodes)

Advanced (full strip down service and boiler repair cover)

Advanced PLUS (full strip down service, boiler repair cover and hotwater/heating system repair)

3 - Contract renewal/cancellation

Your contract is for a minimal of 12 months from the start 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. The contract will remain valid providing payment is continued by you subject to clause 4.

4 – Contract invalidations

- If invalid or misleading information has been supplied.
- If payment is not received within 7 days of due date your service plan will be cancelled and charges may apply.
- If we have advised that a permanent repair is needed to make sure your appliance or system is working properly or safely and you have not acted to resolve in an appropriate manor.
- 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 the property.
- If work has been carried out by someone else who isn't authorized by us.

5 – Acceptance onto one of our service plans

- Does not imply that the boiler, heating system, hotwater 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 parts that are adequate but not the same brand as original to get your boiler up and running as quick as possible. Original parts will be installed if in stock.

7 – New parts will only be fitted when old ones are beyond reasonable repair.

- We will be the sole arbitrators as to the condition of parts, 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 age and/or water condition of the appliance/system we will not class this as a fault and will not be covered, we will however try to resolve this with system silencer liquid and advise on the best way forward to make the system more quiet.

9 – Boiler replacement

- If your boiler is deemed unrepairable / beyond economical repair we will replace it like for like and give a discount of £400 providing you continue or upgrade your plan.

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 we reserve the right to charge you at our standard rate. We may insist that you arrange for the obstruction to be removed prior to us carrying out the repair, we will not be liable for any making good required unless down to our negligence.

11 – Charges

- If a service plan is cancelled part way through the 12 month contract we reserve the right to charge for any services and/or repairs we have carried out at our standard rate.

12 – System flushing

- If we recommend that your heating system requires a powerflush or similar, we will provide you with a quotation and once the system is cleaned we will continue with any service plan in place.

13 – Exclusions

Our service plans do not include

- Repairs required due to design faults or existing faults prior to the start of this plan.
- Repairs relating to damage caused by you or a 3rd party.
- Any loss or damage to any property caused by the boiler, heating system or plumbing system.
- Any faults caused by sludge, scaling or blockages.
- The cost of removing sludge or scale from the system and the damage caused will not be covered.
- Boiler repairs are limited to £300 in the first 3 months of the plan.
- Damage caused by weather or freezing.
- Removal of dangerous materials such as asbestos.
- Any decorative parts such as casing, paintwork and batteries.
- Any part of the flue concealed in the building fabric, any flue that is above 3m, including vertical flues/lead slates.
- The gas supply from the meter to the boiler or any other appliance.
- Adjustments to time controls unless already on site.
- Any loss suffered by you due to delay in obtaining parts.
- Accidental damage, theft or malicious damage.
- Routine maintenance, cleaning, descaling, turning on or lighting up a system. Clearing airlocks or blocked pipes. Tracing leaks due to consistent pressure drops.
- Cost of gaining access to issues, including leaks under solid floors.

- Repairs that will cost above £500
- Below and above ground drainage unless part of the boiler condense pipework upto soil stack.
- Mains water and gas supply.
- Any plumbing work including toilets, baths, taps etc.
- If we cannot attend your issue within 7 days due to unforeseen circumstances and you hire another contractor at your cost, we will discount 3 months of your plan as a goodwill gesture. Proof of work carried out and issues resolved (as long as covered by your plan) will need to be shown.
- We do not carry out any repairs on the following boilers, ferrolis, heatline, ariston, remeha, biasi, ravenheat, vokera, floor standing boilers, log burners or fires. One pipe central heating, underfloor heating system, properties with 2 or more boilers installed.
- 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 (Upto the amount you have paid for the current year). Under no circumstance are liable for loss of earnings, profit, loss of goods, loss of business. None of these conditions limit us from the liability related to death or injury relating to our negligence. This is strictly a maintenance contract and IS NOT an insurance policy, Elementis boiler experts ltd is therefore not regulated by the FCA.