

# Thames Boilers Service Plan Terms & Conditions

These Terms & Conditions are part of the contract between you (The Customer) and Thames Boilers (George Lane, Trading as Thames Boilers, 14 Cowley Avenue, Greenhithe, Kent, DA9 9PJ).

*This contract is strictly a maintenance contract and IS NOT an insurance policy. Thames Boilers is therefore not regulated by the FCA.*

## 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 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 thermostat, room thermostat, pressure controls.

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

**We/Us** – Thames Boilers.

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

**Force Majeure** – Means any circumstances beyond our reasonable control for example strikes, industrial actions, lock outs 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

### Bronze Service Plan

Annual boiler service**
Carbon monoxide test
Gas safety check
Bleed and balance radiators
Online booking
10% discount on other services from Thames Boilers

### Silver Service Plan

Everything on the Bronze Service Plan, plus:

Boiler Breakdown Cover (Inc Parts & Labour)*
Unlimited callouts***

24/7 helpline
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No hidden excess or call out fees
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## Gold Service Plan

Everything on the Silver Service Plan, plus:

Heating System Breakdown Cover (Inc Parts & Labour)*
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Programmings and Thermostats
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Pump
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Motorised Valves
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Radiators and valves
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Hot water cylinder
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Heating system pipework
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\*- Limits apply please see Clause 14. 20

\*\* - To be booked between April and August unless we agree otherwise

\*\*\* - Unlimited calls out apply as long as there is a 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.

### 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 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 your property.
- If Work has been carried out by someone else on the system not authorised by us.

### 5. Acceptance

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. Delays

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. Parts

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 replacement. Boiler heat exchangers that have been damaged by debris, sludge or scale will not be covered for either parts or labour.

## 8. Noise

As boilers get older, for many reasons, they, may become noisy. Where noise is down to the age of the appliance we will not class this as a fault and it will not be covered under any plan.

## 9. Boiler Replacement

If your boiler is deemed irreparable we will apply a 20% loyalty discount to the cost of installing a new boiler. However, the cost of a new boiler is not included in any service 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 rates to access parts of the system that need repair. We may insist that you arrange for the obstruction to be removed prior to us carrying out the repair. We will not be held liable for any making good unless it's down to our own negligence.

## 11. Charges

If a service plan is cancelled part way 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 And/Or Landlord's Certificate

If an annual boiler service and/or landlord's certificate is included in your plan, we will try to arrange a visit for this to take place. However, you remain responsible for booking these services 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 the following:

1. Repairs within the first 21 days of the start of the contract.
2. Repairs required due to design faults or existing faults prior to the start of this plan.
3. Repairs relating to damage caused by you or a third party.
4. Any loss or damage to any property caused by the boiler, heating system or plumbing system breaking down for example damage to ceiling due to a leak.
5. Any faults caused by sludge, scaling or blockages

6. The cost of removing sludge or scale from the system, the cost of repairing damage caused by sludge or scale, or for adding corrosion inhibitor to the heating system.
7. Boiler repairs are limited to £250 in the first three months of your plan
8. Damage caused by weather or freezing
9. Removal of dangerous materials for example asbestos.
10. Any decorative parts - for example: casing, paint work, batteries.
11. Any part of a flue concealed within the fabric of the building.
12. The gas supply from the meter to the boiler and/or other appliances.
13. Damage caused by fire, flood, lightning storm, freezing weather or any other natural event.
14. Adjustments to time controls unless already on site.
15. Any loss suffered by you due to delay in obtaining parts.
16. The cost of a new boiler if parts become unavailable, at our sole discretion.
17. Accidental damage, theft or malicious damage.
18. Routine maintenance, cleaning, descaling, turning on or lighting up the system, clearing airlock or blocked pipes, bleeding system, topping pressure up.
19. 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 building.
20. Repairs that will cost over £500.
21. Boilers over 15 years old.
22. Boilers made by Powermax, Keston, Ferolli, Lamborghini, Ravenheat, Johnson & Starley, Vokera, Electric Heating Company, Gledhill.
23. Replacement of showers or taps.
24. Below Ground drainage.
25. Mains supply pipe.
26. Replacement of baths, shower cubicles, basins and toilets.

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, or loss of business. None of these conditions limit us from the liability relating to death or personal injury from our negligence.

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