



**THE BOILER
COMPANY**

Terms & conditions

Version 19.3.1

If you required this document in another format, such as large print, braille or audio tape, please contact us at info@theboilercompany.com

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1. Definitions

In these terms & conditions, the following words and phrases, will have the following meanings, hereafter underlined:

(a). Annual Service - the inspection, comprehensive service and safety check of your boiler and/or Central Heating System (depending on which service plan you have chosen).

(b). Beyond Economical Repair - when we estimate that the repair of the boiler could cost more than its current value or where the parts required to fix it are not readily available to us.

(c). Boiler - the single gas/LPG domestic boiler that we have agreed to service under this boiler cover plan.

(d). Boiler controls - the thermostat internal to the boiler, that we have agreed to service under this boiler cover plan.

(e). Breakdown - the loss of hot water or heating; a sudden or unforeseen mechanical or electrical malfunction that results in the boiler and/or central heating system no longer working (depending on which service plan you have chosen).

(f). Call-out - when we attend the property upon your request in the event of a breakdown (or alleged breakdown).

(g). Central heating system - the radiators, central heating pipes and cylinder.

(h). Exclusion period - the initial period of your service plan when you are not able to request a call-out.

(i). Gas Safe - the official gas regulatory body for the United

Kingdom. By law all gas engineers must be on the Gas Safe register.

(j). Gas Service Record - the comprehensive report we provide you upon the completion of your annual service.

(k). Intermittent defect - a reoccurring defect which may not be identifiable, causing the boiler or central heating system to fail randomly or at regular intervals.

(l). Money-back guarantee - the period we allow you to cancel your service plan and receive a full refund.

(m). Property - the residential dwelling where your boiler or central heating system is situated.

(n). Repair - the work we undertake as a result of your call-out (including call-out fees and labour costs).

(o). Renewal date - the date on which your service plan will automatically renew, stated on your service plan documents.

(p). Servicing period - the 12-month period beginning from the start date of your service plan.

(q). Service plan - the agreement between you and us to carry out the servicing on your boiler or central heating system (See section 2).

(r). Start date - the date on which your service plan commences, stated on your service plan documents.

(s). Sub-contracted engineer - a third party engineer authorised to carry out servicing on your boiler and/or central heating system.

(t). We/us/our - UK Boiler Company Ltd. (Company Registered Number: 09078640), 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.

(u). You/your/Service plan holder - the person(s) whose name is registered to this service plan.

2. Silver service inclusions

The Silver Service service plan includes the following:

- (a). Boiler and Boiler controls
- (b). Annual service
- (c). Gas Service Record
- (d). 24-hour, 7-day a week emergency hotline
- (e). Unlimited call-outs, no call-out charge
- (f). Parts and labour involved in repairs
- (g). Gas Safe registered engineers

3. Gold service inclusions

The Gold Service service plan includes the following:

- (a). Boiler and Boiler controls

- (b). Central heating system
- (c). Annual service
- (d). Gas Service Record
- (e). 24-hour, 7-day a week emergency hotline
- (f). Unlimited call-outs, no call-out charge
- (g). Parts and labour involved in repairs
- (h). Gas Safe registered engineers

4. General exclusions

- (a). The entire cost of replacing your boiler
- (b). Any problem relating to the initial installation of your boiler or central heating system.
- (c). Any existing fault before the service plan is taken out (or has occurred during the exclusion period).
- (d). Resetting or adjusting of time and temperature controls (internal or external).
- (e). Routine repressurisation of your boiler.
- (f). Inherent or recurring manufacturer design faults.
- (g). Work undertaken by a third party, which results in damage to your boiler or central heating system.
- (h). Any repairs when an engineer has previously identified that maintenance work is required to prevent a future breakdown, including any work recommended during an annual service.
- (i). Any repairs relating to a lack of or variation of the gas, water or electricity supplied to your boiler or central heating system.
- (j). Any repairs that are as a result of your boiler or central heating system not being serviced within the last 12 months. A copy of your service documentation may be required for our records.
- (k). Any repairs relating to sludge, scale, rust or corrosion within your boiler or central heating system, or damage caused by corrosive water or water with a high chemical content.
- (l). Any repairs relating to central heating pumps (any pumps external to your boiler unit itself).
- (m). Any repairs relating to the central heating system that do not affect more than 50% of the system).
- (n). Any problems caused by fire, lightning, floods, storms, frost, explosion or similar extraneous causes.
- (o). Any problems caused through negligence or misuse of your boiler or central heating system.
- (p). Any repairs relating to flues or flue liners internal or external to the property (including replacement of flues).
- (q). Any repairs involving difficulties accessing your boiler or central heating system. Including, but not limited to; the fabric of the building, lifting of laminated, wood or specialist flooring.
- (r). Any repairs of damage or redecoration that may be needed

is your responsibility unless we have been negligent.

(s). Any upgrades or improvements you may want/are required to bring your boiler or central heating system up to current standards or legislation.

(t). Any repairs or replacements that involve contact with asbestos in order to complete.

(u). Any repairs, replacements or continued servicing of your boiler once it has been deemed Beyond Economical Repair.

(v). Any repairs that is identified as a result of an intermittent defect on your boiler or central heating system.

5. General conditions

(a). You can only request a call-out in the event of a breakdown.

(b). Each boiler cover plan can receive a maximum discount of; £500 (Your equipment is under 5 years old), £350 (Your equipment is under 12 years old), £200 (Your equipment is over 12 years old), towards repairs to your equipment for the duration of your servicing period. Inclusive of VAT, parts, labour and call-out fees. If your repair is going to cost more than this we will deem your equipment beyond economical repair.

(c). If your equipment is deemed beyond economical repair, we will provide you with the same discount (as clause 4b general conditions) towards new equipment (installed by an engineer approved by us), minus the discount provided on any repairs already completed (we may require your installation documentation to confirm the age of your equipment).

(d). New service plans opting to pay on a monthly basis are only entitled to a maximum discount of £100 in the first 60 days and £200 in the first 90 days towards repairs to your boiler or central heating system.

(e). The failure of the main heat exchanger or PCB will mean your boiler is deemed beyond economical repair.

(f). If we cannot repair your boiler or central heating system due to availability of parts, we will deem your boiler beyond economical repair.

(g). At our sole discretion, we may charge a £65 security deposit before we dispatch an engineer to your property. This deposit is fully refundable provided the nature of the call-out forms part of these terms and conditions.

(h). Dependant on engineer availability, a sub-contracted engineer may be used. Any work authorised to a sub-contracted engineer is an agreement between you and that sub-contracted engineer. You authorise us to act on your behalf when instructing any work to be carried out.

(i). We will try to contact you up to three times by telephone to arrange your annual service. If we don't hear back, we won't make another attempt. It is your responsibility for arranging your annual service.

(j). If you have opted to pay for your service plan on a monthly basis, you may only request your annual service after the first 6 months of your servicing period have passed.

(k). We maintain a 30-day exclusion period for new service plans. For renewed service plans, no exclusion period will apply.

(l). Each service plan comes with a 14-day Money-Back Guarantee. You may cancel your service plan at any time within the allotted 14-day Money-Back Guarantee period and receive a full refund.

(m). After your Money-Back Guarantee period you cannot cancel your service plan until the completion of your agreed servicing period as stated on your service plan documents.

(n). Prior to the end of your service plan, we will send you your new servicing plan, to let you know about any changes in the next year. Your servicing plan will automatically renew for another year, on your renewal date, unless you confirm you do not wish to renew in writing or via telephone.

(o). We will give you at least 10 working days written notice in advance of your account being debited.

(p). You must not instruct an engineer to carry out any repair without our authorisation. You must promptly pay us or an approved engineer for any repair that is not included in this Service plan.

(q). We reserve the right to terminate your service plan immediately if you incur any default on your agreed payment scheme.

(r). Either party may at any time, by written notice, terminate this service plan immediately and without liability for compensation or damages.

(q). It is your responsibility to let us know if you move property or change your boiler.

(r). Other than you, no other person(s) can benefit from your service plan.

(s). Your full compliance with the terms and conditions of this service plan is necessary before a call-out or service request will be processed.

6. Legal conditions

(a). All prices stated are inclusive of VAT.

(b). We will use the information you give us or which we have legally received from another organisation or person, to setup and manage your service plan with us. We may share it with all relevant industry organisations based on agreed industry processes.

(c). For the avoidance of doubt, this is an agreement for the provision of specific services provided at our absolute sole discretion. This boiler cover plan is not a contract of insurance, a guarantee or an insurance policy.

(d). Any benefit provided by us under this boiler cover plan shall be granted solely by us and in every case shall be granted upon these terms and conditions. For the avoidance of doubt, the limitation or the provision of any benefit shall be made at our absolute sole discretion.

(e). Nothing in these terms and conditions affects your statutory rights as a consumer. For further information regarding your statutory rights contact the Citizen's Advice Bureau.

(f). This service plan is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

7. Contact details

The Boiler Company
2nd Floor Melrose House
42 Dingwall Road
Croydon
CR0 2NE

www.theboilercompany.com
info@theboilercompany.com

Company registration number: 09078640
VAT number: 218 5122 29
Gas Safe Registration number: 567757

24hr emergency hotline: 0333 2343 247

UK Boiler Company Ltd, trading as The Boiler Company
Registered office: 2nd Floor, Melrose House, 42 Dingwall
Road, Croydon, CR0 2NE. Registered in England and
Wales No. 09078640



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