

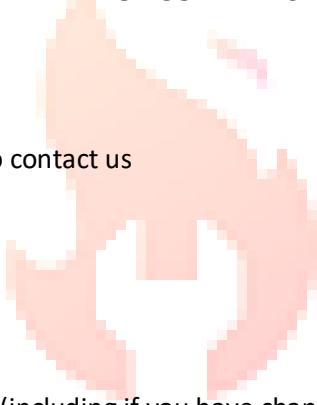


THEBOILERBREAKDOWN .CO.UK

SIR PLUMBALOT LTD

TERMS & CONDITIONS

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OUR TERMS

1. THESE TERMS

- 1.1 These are the terms and conditions of business of Sir Plumbalot Ltd, whose details are set out in section 2 below.
- 1.2 These terms and conditions set out your and our responsibilities in respect of these services. These are the terms and conditions on which we supply service maintenance plans. Please read these terms carefully.
- 1.3 The services we can provide, how we will provide those services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are **Sirplumbalot Ltd whose registered office is at 5 Merriville Gardens, Cheltenham, Gloucestershire GL51 8JD.** You can contact us by calling us on **0800 061 4660** or by emailing us at Info@sirplumbalot.co.uk
- 2.2 **How we contact you.** If we are required to contact you, we will do so by telephone or by writing to you at the email address or postal address you provide on your application form.

3. OUR CONTRACT WITH YOU

- 3.1 **The Application Process.** Select your chosen service plan online and complete the application form, once received we will contact you to arrange a visit to approve your service plan and perform a full health inspection on your boiler. Subject to the outcome of your boiler health check inspection we will then approve or reject your selected maintenance plan. If we approve it, we will require you to set up a monthly standing order with your bank. You can easily set up a standing order over the phone, through internet banking or by filling in a Standing Order Mandate form and sending it to your bank who will set the standing order on your behalf. There is a Standing Order Mandate form on our website, or we can send you the form via email alongside our Terms and Conditions for your reference. Please note: your initial payment will be taken on the 1st of the month after we have approved your selected service plan. This will then be followed by a further 11 monthly payments taken on the same date of each month as your initial payment.
- 3.2 **How we accept your application.** Your completion of the application and sending it to us is your offer to purchase services from us. We are not obliged to accept applications, but if we do will then a contract will come into existence between you and us. That contract is made up of these terms and conditions and the specification of the services we agree to supply to you.
- 3.3 **If we cannot accept your application.** If we are unable to accept your application, we will inform you of this and will not charge you for the health check inspection.
- 3.4 **Your unique reference number.** We will assign you with a unique reference upon acceptance of your application to us, which must be quoted in all correspondence.



4. YOUR RIGHTS TO MAKE CHANGES

- 4.1 **Making changes on your plan.** If you wish to make a change to the service plan you are assigned to, please contact us directly. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the service plan, or anything else which would be necessary as a result of your requested change, and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (Please see clause 7; Your rights to end the contract). Any change that we do agree with you must be in writing as a revision or addition to the contract.
- 4.2 If the contract is ended in this way, we shall be entitled to make charges for the period starting on the date of our acceptance and ending on the expiry of any notice period applicable to the ending of the contract.

5. OUR RIGHTS TO MAKE CHANGES

- 5.1 **Changes to the Service Plan.** We may change the plan:
 - (a) subject to an annual price increase, to reflect increases or reductions in the cost of services in your chosen plan and increases in the Consumer Prices Index.
 - (b) to reflect changes in relevant laws and regulatory requirements, and to implement minor technical improvements. These changes will not affect your use of the services.

6. PROVIDING SERVICES

- 6.1 **When we will provide the Service Plan.** During the application process we will let you know when we will provide the service plan to you, we will also tell you during the application process when and how you can end the contract.
 - (a) **Ongoing services Plans.** We will supply the services applicable to your plan to you until either the services are completed, or the subscription expires (if applicable) or you end the contract as described in clause 7, or we end the contract by written notice to you as described in clause 9.
- 6.2 **We are not responsible for delays outside our control.** If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received. For the avoidance of doubt our services will be suspended for the duration of any compulsory or voluntary lockdown ordered or advised by Her Majesty's Government to the extent that outside travel or entry into the property of another is forbidden or to be avoided. During such suspension we will use all reasonable efforts to remedy emergencies that endanger life.
- 6.3 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are



unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

- 6.4 **Your rights if we suspend the services.** We will contact you in advance to tell you we will be suspending services unless the problem is urgent or an emergency. If we have to suspend the service for longer than one month in any year, we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract for a service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month in any year and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 6.5 **Missing payments under your agreement.** Before we book your repair, or visit, we will ask you to pay any outstanding payments due. If you don't pay us money you owe, we will contact you to recover the money and services will not be provided until payment is received.
- 6.6 **Products supplied by third parties.** You agree that we shall have no responsibility arising from the provision of products or services similar to ours that were provided by third parties.

7. YOUR RIGHTS TO END THE CONTRACT

- 7.1 **You can end your contract with us.** Your rights when you end the contract will depend on the service plan, whether there is anything wrong with it, how we are performing and when and why you decide to end the contract:
 - (a) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.3.
- 7.2 **Cooling off period.** You have the right to cancel the contract up to 14 days from the day after your contract was agreed without any charge. If you change your mind during the cooling off period, you can cancel your plan and we'll refund any fee paid. However, you must pay us for any costs incurred by us in providing you with the service, such as the cost of the call out and any repair (but the charges will not exceed the price of the plan). However, if we replace your appliance during the cooling off period, your plan will automatically end and you must pay the full plan fee.
- 7.3 **Automatic renewal of your contract.** We will automatically renew your contract after the initial twelve-month period unless specified in writing to us. If we do not receive any correspondence from you within 30 days before your renewal, your contract will automatically renew. If, once you receive your renewal notice, you decide you wish to cancel the policy please call us on 0800 061 4660. Please note cancelling your direct debit does not terminate the contract, you must specify cancellation by writing to us.
- 7.4 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any service plan which have not been provided. The reasons are:
 - (a) we have told you about an upcoming change to the service plan or these terms which you do not agree to, see clause 5.2.
 - (b) we have told you about an error in the price or description of the service plan you have chosen, and you do not wish to proceed.
 - (c) there is a risk that supply of the service plan may be significantly delayed because of events outside our control as specified in clause 6.2



- (d) we have suspended the service plan for technical reasons or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month in any year.
- (e) you have a legal right to end the contract because of something we have done wrong.

7.5 **Informing us of changes.** It's your responsibility to keep us informed of any changes to your contact details including telephone number, address or email. If you change a boiler or appliance that's covered by us, you need to tell us the make and model of the new one, so we can check we can cover it. If we can't cover your new boiler or appliance we may need to cancel or amend your product. If your boiler, appliance, or system is covered by a third-party warranty, it's your responsibility to make sure that any work we do doesn't affect that warranty.

7.6 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of services once these have been completed and 14 days have passed since our acceptance of your application.

7.7 **Cancelling your Standing Order.** If you cancel your standing order through your bank, it does not mean that you've cancelled your agreement with us. If you stop your standing order without informing us, we will write to you to collect the money you owe. If we don't hear from you and you don't pay, we will cancel your agreement no less than 30 days after the date we first found out your payment had failed. You may incur cancellation charges until any money owed is settled.

HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

7.8 **Tell us you want to end the contract.** To end the contract with us, unless stated in clause 8.1 please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on **0800 061 4660** or email us at **info@sirplumbalot.co.uk** Please provide your name, home address, details of the order and, where available, your phone number and email address.

7.9 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- (b) If you cancel your contract and we have performed a service, you will not be eligible for any refund of the service costs, nor will you be eligible for a service. If you have paid annually in advance, you will receive a pro rata refund for every full month remaining.

7.10 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, your refund will be made within 14 days of your telling us you have changed your mind.

8. OUR RIGHTS TO END THE CONTRACT



8.1 **We may end the contract if you break it.** We may end the contract for a service at any time by writing to you if:

- (a) you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due.
- (b) you do not, within a reasonable time of us asking for it, provide us with information regarding your service plan covered by it.
- (c) you do not, within a reasonable time, allow us access to your premises to provide the services.
- (d) you do not comply with your responsibilities stated in clause 7.

8.2 **If you break your service plan contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you a cancellation fee for the net costs we will incur as a result of your breaking the contract.

8.3 **We may withdraw the service plan.** We will let you know at least 7 days in advance of our stopping the service plan (except in the case of emergency, circumstances beyond our control or, where we reasonably consider it is uneconomical to continue to provide the services) and will refund any sums you have paid in advance for services which will not be provided.

9. IF THERE IS A PROBLEM WITH YOUR SERVICE PLAN

9.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at Customer Service Number **0800 085 0845**. Lines are open 8am-8pm Mon to Fri, 8.30am-5pm Sat, closed Sun and bank holidays. Or email us at: info@sirplumbalot.co.uk or write to us at **Sir Plumbalot Ltd, 5 Merriville Gardens, Cheltenham, GL51 8JD**

9.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the service plan, nothing in these terms will affect your legal rights.

SUMMARY OF YOUR KEY LEGAL RIGHTS

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

Services/Plan for example the Consumer Rights Act 2015 says:

- A) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- B) If haven't agreed a price upfront, what you're asked to pay must be reasonable.
- C) If you haven't agreed a time upfront, it must be carried out within a reasonable time.

PRICE AND PAYMENT

11.1 **Minimum call-out fee for services.** Unless your services are covered by the Service Plan we have agreed, or we are required to attend to remedy a fault in the services we have



provided, any additional time over and above the first hour will be charged at £60.00 per hour.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract, or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the application process.
- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 12.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 12.4 **We are fully insured for any damage to your property.** Our Maximum Public & Products Liability is £2,000,000 at any one incident indemnity to the principal clause included.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 **Use of your personal information.** How we will use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website.



SCHEDULE 1 – Plans and Exclusions

BRONZE SERVICE PLAN

What's Included:

- Annual boiler service
- Boiler only
- Five call outs a year
- £100 off a new boiler if boiler is beyond economical repair

Annual Boiler Service:

- A visual inspection of the boiler
- The boiler being operated to check for correct working operation
- Opening of the boiler case for inspection
- A flue gas analysis efficiency test
- Cleaning of the condense trap
- Checking of the gas working pressure
- Checking the flue and ventilation
- Topping up the system pressure if required
- Visually checking all the radiators and venting them
- Visually checking the hot water cylinder
- Issuing a gas safe service record on completion

What's Covered:

- Boiler & controls
- Gas fired central heating boiler
- Boiler flue
- Programmer and time clock
- Room thermostats

What's NOT Covered

- £60 Excess fee for every completed new repair
- Parts and labour for repairs diagnosed from The Boiler Breakdown engineer visit
- Underfloor heating and controls
- Damage caused by weather or freezing
- Boiler replacement if the boiler is deemed beyond economical repair or parts are redundant
- Landlords, guest houses or B&Bs
- Smart controls



- If the boiler is older than 8 years
- Damage caused by or arising from sludge, scale or debris in the central heating system or related pipework
- Damage caused by the property being vacant for more than 30 days
- £60 excess fee
- Steel or iron pipes - we won't repair or replace steel or iron pipes, except: your water supply pipe from the boundary of your property to your home; your gas supply pipe, from your meter to your boiler or appliance(s); and your soil stack/vent pipe where these pipes are specifically covered by your agreement





SILVER SERVICE PLAN

What's Included

- Annual boiler service
- Evening and weekend bookings
- boiler and controls
- Full central heating system.
- Parts and labour
- £200 off a new boiler if boiler is beyond economical repair

Annual Boiler Service

- A visual inspection of the boiler
- The boiler being operated to check for correct working operation
- Opening of the boiler case for inspection
- A flue gas analysis efficiency test
- Cleaning of the condense trap
- Checking of gas working pressure
- Checking the flue and ventilation
- Ensure correct system pressure if required
- Visual check of the radiators and venting them
- Visually checking the hot water cylinder
- Issuing a gas safe service record on completion

What's Covered

- Boiler, controls, and full central heating cover
- Gas fired central heating boiler, controls, and flue
- Programmer and time clock
- Circulating pumps and motorised valves
- Radiator and valves
- Hot water cylinder
- Header tanks
- Immersions
- Expansion tank

What's NOT Covered

- £60 Excess fee for every completed new repair
- Pre-existing system design or installation faults
- Underfloor heating and controls
- Damage caused by weather or freezing
- Boiler replacement if the boiler is deemed beyond economical repair or parts are redundant



- Landlords, guest houses or B&Bs
- Smart controls
- If the boiler is 8 years or more
- Damage caused by or arising from sludge, scale or debris in the central heating system or related pipework
- Damage caused by the property being vacant for more than 30 days
- Any claim within the first 3 months of the policy
- Steel or iron pipes - we won't repair or replace steel or iron pipes, except: your water supply pipe from the boundary of your property to your home; your gas supply pipe, from your meter to your boiler or appliance(s); and your soil stack/vent pipe where these pipes are specifically covered by your agreement





GOLD SERVICE PLAN

What's Included

- Annual boiler service
- Evening and weekend bookings
- boiler and controls
- Full central heating system
- Parts and labour
- £300 off a new boiler if boiler is beyond economical repair

Annual Boiler Service

- A visual inspection of the boiler
- Check for correct working operation as per manufacturer's instructions
- Inspection of boiler
- A flue gas analysis test
- Cleaning of the condense trap
- Checking of the gas working pressure
- Checking the flue and ventilation
- Correct system pressure if required
- Visual check of all the radiators and venting them
- Visually checking the hot water cylinder
- Issuing a gas safe service record on completion

What's Covered

- Boiler, controls, full central heating cover and pipework
- Gas fired central heating boiler, controls and flue
- Programmer and time clock
- Circulating pumps and motorised valves
- Radiator and valves
- Hot water cylinder
- Header tanks
- Immersions
- Expansion tank
- Central heating pipework
- Feeds to the hot water cylinder from the header tank

What's NOT Covered

- £60 Excess fee for every completed new repair
- Pre-existing system design or installation faults
- Underfloor heating and controls



- Damage caused by weather or freezing
- Boiler replacement if the boiler is deemed beyond economical repair or parts are redundant
- Landlords, guest houses or B&Bs
- Smart controls
- Damage caused by or arising from sludge, scale or debris in the central heating system or related pipework
- Damage caused by the property being vacant for more than 30 days
- Any claim made within the first 3 months of the policy
- Steel or iron pipes - we won't repair or replace steel or iron pipes, except: your water supply pipe from the boundary of your property to your home; your gas supply pipe, from your meter to your boiler or appliance(s); and your soil stack/vent pipe where these pipes are specifically covered by your agreement





LANDLORD PLAN:

What's Included

- Annual boiler service
- Gas Safe Landlord Certificate all appliances
- Boiler and controls
- Full central heating system.
- Unlimited call outs
- Parts and labour
- No excess payment
- £300 off a new boiler if boiler is beyond economical repair

Annual Boiler Service

- A visual inspection of the boiler
- Check for correct working operation as per manufacturer's instructions
- Inspection of boiler
- A flue gas analysis test
- Clean heat exchanger
- Cleaning of the condense trap
- Checking of the gas working pressure
- Checking the flue and ventilation
- Correct system pressure if required
- Visual check of all the radiators and venting them
- Visually checking the hot water cylinder
- Changing Heat Exchanger door seals if needed

What's Covered

- Boiler, controls, full central heating cover and pipework
- Gas fired central heating boiler, controls, and flue
- Programmer and time clock
- Circulating pumps and motorised valves
- Radiator and valves
- Hot water cylinder
- Header tanks
- Immersions
- Expansion tank
- Central heating pipework
- Feeds to the hot water cylinder from the header tank
- Central heating Inhibitor top up
- Water Pipes



What's NOT Covered

- Pre-existing system design or installation faults
- Underfloor heating and controls
- Damage caused by weather or freezing
- Boiler replacement if the boiler is deemed beyond economical repair or parts are redundant
- Landlords, guest houses or B&Bs
- Smart controls
- Water Meters
- Damage caused by or arising from sludge, scale or debris in the central heating system or related pipework
- Damage caused by the property being vacant for more than 30 days
- Any claim made within the first 3 months of the policy
- Steel or iron pipes - we won't repair or replace steel or iron pipes, except: your water supply pipe from the boundary of your property to your home; your gas supply pipe, from your meter to your boiler or appliance(s); and your soil stack/vent pipe where these pipes are specifically covered by your agreement





SCHEDULE 2 – Your responsibilities

- All information you give must be true, factual, and not misleading.
- Your heating equipment must have been installed and used in accordance with the manufacturer's instructions.
- If your heating equipment breaks down or malfunctions, you must take reasonable steps to limit damage e.g., stop using it if this is likely to cause further damage.
- You must pay the fees when they fall due.
- You must arrange any work required to ensure your heating equipment is accessible, compliant with all relevant safety standards and safe to work on (as determined by our service Engineer). We will not do any work where these standards are not met.
- You must ensure a suitable adult is home for when you have booked your annual service or onsite visit. If our service engineer is not able to carry out the annual service/onsite visit because no one is home, you may be charged a call-out fee.
- You must ensure your home is a smoke free environment during an engineer's visit, to protect the health and safety of the engineer.

