

## Priority Customer Service Plans T&Cs

These Terms & Conditions are part of the contract between you (The Customer) and Carbin Heating Ltd.

### 1-Definitions

Service plan – Refers to the type of plan that you have chosen to take out, please see clause 2 for full details of what the plans include.

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

We / Us / – Carbin Heating Ltd.

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, epidemics, pandemics, 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 is Included

#### Priority Customer Gas- Homeowner Plan & Landlords Plan

Annual Gas Boiler Service with service certificate \*

Annual gas safety inspection with certificate \*

Fully Qualified Gas Safe Registered Engineers

Dedicated telephone support team

10% Discount on Labour rates for any boiler repairs or heating work

10% Discount on parts/materials for any boiler repairs or heating work carried out

Guaranteed 24-hour response time\*\*

Free energy efficiency advice

**Exclusions (The following are not included in this service plan):**

**Labour costs (Apart from the labour for the servicing of any appliances included within the plan)**

**Materials and parts costs**

#### Priority Customer Oil- Homeowner Plan & Landlords Plan

Annual Oil Boiler Service with service certificate \*

Annual replacement of Nozzle

Annual safety inspection of oil supply & storage with certificate \*

Fully Qualified OFTEC registered Engineers

Dedicated telephone support team

10% Discount on Labour rates for any boiler repairs or heating work

10% Discount on parts/materials for any boiler repairs or heating work carried out

Guaranteed 24-hour response time\*\*

Free energy efficiency advice

**Exclusions (The following are not included in this service plan):**

**Labour costs (Apart from the labour for the servicing of any appliances included within the plan)**

**Materials and parts costs (except the cost of an annual nozzle which is included)**

\* -To be booked between 1<sup>st</sup> March & 30<sup>th</sup> September unless agreed otherwise by Carbin Heating Ltd

\* -All appliances on the plan to be serviced at the same visit unless agreed otherwise by Carbin Heating Ltd

\*\* - We guarantee to respond within 24 hours, although emergency rates will apply if you ask us to attend a job outside normal working hours, this includes evenings, weekends or bank holidays

### 3- Contract renewal/Cancellation

Your Contract is for a Minimum of 12 Months from the date of the first payment.

Unless you inform us in writing 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.

If you cancel the agreement with us, we will not normally issue a refund and payment will be due to us for the remainder of the contract term. You will be entitled to a full refund within 14 days of acceptance on to the service plan providing we have not carried out an annual service or safety inspection. If we have carried out a boiler service or safety inspection then no refund will be given and payment will be due to us for the remainder of the contract term

### 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.
  - 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 property.
  - If work has been carried out by someone else on the system not authorised by us.
- 5- 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- We will not be liable for any delays or costs incurred due to delays in the supply of parts from our suppliers.
- 7- Access –. We reserve the right to refuse to carry out any work where we cannot gain reasonable access to pipework or fittings. Any making good required after gaining access will not be the responsibility of Carbin Heating Ltd. unless we have been negligent
- 8- Annual boiler service or landlord certificate- We will remind you when your boiler service is due, and will make every attempt to contact you to book this in, however, you remain responsible for making sure it happens within the contract period.
- 9- We will contact you in writing to inform you of any changes to the pricing or terms & conditions of the plans
- 10- All appliances included within the plan are to be serviced on the same day. There will be an extra labour charge if you require the appliances to be serviced on different dates

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

This contract is strictly a service plan and IS NOT an insurance policy. Carbin Heating Ltd is therefore not regulated by the FCA in regards to this service plan