

Central Heating, Plumbing & Internal Drains Breakdown & Maintenance Service Agreement Terms & Conditions

Introduction

You are entering into an Agreement of Cover for your full Central Heating System and Plumbing this includes the Boiler and its associated controls, all hot & cold water pipe work from, but not including, the main stop-cock to, but not including taps. This will be run and administered by Michael Birds Plumbing & Heating Ltd, a company registered in England under incorporation number 08063759, whose registered office is situated at 90 Lister Street, Rotherham, South Yorkshire, S65 2PT. under the details provided by you as set out in your Agreement Summary (attached).

Documentation

Your Agreement Summary confirms the Product(s) which you hold with us and the personal details of where and to who the product relates as well as your Agreement number which will be required whenever you contact us.

Our Promise to You

We aim to provide a safe, fast and efficient quality of service to 'maintain' and/or 'repair' your Central Heating System, plumbing and internal drains as detailed above as included in your agreement.

Definitions

Wherever the following words and phrases appear in these Terms and Conditions, they will have the following meaning:

"Agreement" means this Agreement between you and us whereby we are agreeing to fulfil and meet the terms contained therein and you are agreeing to meet your obligations therein.

"Annual Boiler Service" At the same time as conducting a Gas Safety Inspection/CP12, we will arrange for the Engineer to carry out a Service of your gas fired boiler to statutory requirements, manufacturer's recommendations and relevant codes of practice. This will then be carried out annually thereafter. Relevant Certificates are produced upon completion of each Service

"Agreement Summary" means a simplified breakdown of your cover, which forms part of this Agreement. It includes information such as the policy holders name, price and breakdown of costs including VAT, policy number, make of boiler and the house the boiler is situated in.

"Beyond economical repair" means the point at which we estimate the cost to repair the boiler exceeds its value based on the valuation of the boiler at the time.

"Breakdown" sudden or unforeseen electrical or mechanical malfunction of the Domestic Gas Central Heating System which renders the System inoperable or when two or more radiators are not working. Breakdown also means the complete failure of a particular item.

"Commencement Date" the date upon which the Agreement is taken out by you and you become registered with us as a Customer of ours.

"Engineer" an approved Gas Safe Registered Engineer.

"Exclusion Period" To prevent claims on pre-existing problems, the initial 30 day period of your Agreement is not covered until you have had your initial Boiler Service/Gas Safety Check. This period is from when you are able to make a claim is from the date of your annual Boiler Service/Gas Safety Check being carried out and passed.

"Gas Safety Check" This is an Annual Gas Safety Inspection of your gas fired domestic boiler and includes your gas fire and gas oven/hob if present the property. After your initial inspection subsequent Gas Safety Checks/CP12s must take place annually thereafter. Relevant Certificates are provided upon completion of each Safety Inspection/CP12.

"Initial Inspection" means a physical check of the System(s) covered by the Agreement to uncover any pre-existing faults. This inspection may be anything from a minor check, safety certificate to a full service subject to clause 5 of this Agreement.

"Labour" means the physical exertion of the Engineer to carry out the relevant activity under the Customer's Agreement.

"Our"/"us"/"we" means Michael Birds Plumbing & Heating Ltd.

"Parts" means any items that are commonly used in the industry to carry out a repair on the various services provided.

"Period of Cover" means the length of time for which your Agreement is to subsist.

"Property" means the private domestic dwelling as detailed in your Agreement Summary along with any covered garage connected to the place of residence. This excludes outside areas, such as the gardens, lawn, outbuildings, borders and driveways.

"Quality Control Engineer" an approved Gas Safe Registered Engineer whose purpose is to monitor the quality of work carried out by the Engineers and to rectify any work deemed to be of an unsatisfactory standard.

"System" means boiler, central heating controls, radiators, pipes and valves essential to the normal operation of the central heating system.

"You"/"Your" means the Customer of ? Limited identified in the Agreement Summary. Where relevant the plural can be taken to mean the singular and the singular can also indicate the plural.

1. Central Heating Breakdown Cover (CHBC)

The Service provided under this Agreement includes maintenance and repair in the event of a breakdown of the Customer's domestic gas central heating system at the Property detailed in the Agreement Summary.

1.1 Upon entering into this Agreement an Initial Inspection will be conducted to eliminate any pre-existing problems with the System.

1.2 Any faults discovered through the Initial Inspection must be rectified in conjunction with clause 5 and clause 11 of this Agreement.

1.3 After 12 months from the Commencement Date, you are entitled to one annual service within each continuous 12 month period.

1.4 The CHBC also covers you for maintenance and repair in the event of a breakdown of your boiler, central heating controls, radiators, pipes and valves essential to the normal operation of the central heating system.

1.5 If your boiler is 10 years old or more and in our opinion is beyond economic repair; or we cannot readily obtain spare parts, we will provide £300.00 towards the complete cost of the boiler supplied by us with an additional 10% off the labour cost for installing a replacement boiler fitted by us based on our standard labour rate which may vary from time to time.

1.6 We will use our best endeavours to repair the System in the event of a breakdown which results in substantial impairment to your normal enjoyment of the System or where the System breakdown is resulting in material damage to the Property or its contents or is likely to do so or is creating unreasonable risk to health and safety, subject to any exclusions under clause 2.

1.7 All labour, parts and materials for repairs and access costs are included up to an aggregate maximum of £1,000 (including VAT) for each job (whether such job requires one or more visits to complete).

1.8 You agree that we may not use like-for-like parts in all instances. However, all parts used will be suitable and of sufficient quality to carry out the repairs.

1.9 We agree to give you a 10% discount on labour for any services that do not fall within the terms of this Agreement but which you choose to have carried out by us.

1.11 Our engineers will be available every day of the year.

1.12 We will provide a help line which is open 24 hours a day 365 days a year.

2. Central Heating Breakdown Cover Exclusions

Your Agreement does not include the following:

2.1 Maintenance, repairs or call-outs for the System before the Initial Inspection and confirmation from us that the System has passed the Initial Inspection.

2.2 Where an Initial Inspection has been conducted and the 30 day time limit for rectifying any existing defect has expired, subject to clause 12.

2.3 Maintenance and/or repair of "warm air", "piped under floor" central heating systems or any "non-mains gas" powered systems (e.g. electric, oil, propane, solid fuel etc) or any "air conditioning" system or appliance or any other non-water-based system.

2.4 Maintaining, replacing or breakdown of any appliance(s) at the property although we will include your gas fire and/or gas oven and/or hob if present at the property in any Service. If you require appliance testing, servicing or breakdown assistance then we will refer you to a suitable company.

2.5 Repairs to boilers where repairs are not practicable or are uneconomic, or repairs to any boilers where spare parts are not readily available subject to clause 1.5.

2.6 Removing lime-scale, sludge or other deposits from the boiler or other parts of the system.

2.7 Maintaining or replacing flues that are not part of your boiler, and replacing flues which fail to meet current standards.

2.8 Repairing or replacing heat expansion vessels.

2.9 Work required to be performed as a result of the Initial Inspection or service as described in clause 1.1. e.g. A "powerflush" may be required to bring the System up to standard, following the Initial Inspection, which will be payable by you with a 10% discount on the labour charge. However if subsequent power flushes are required these will not be chargeable.

2.10 Design faults in the System

2.11 Any item not installed or serviced to the manufacturer's specifications (unless we are responsible)

2.12 Faults which existed before the date of the Agreement save where those faults should reasonably have been discovered on the Initial Inspection by us using reasonable standards of care where an actual inspection of the System including a site visit was carried out.

2.13 Enhancing or upgrading the System or its performance for any reason, including bringing it to current standards, installing thermostatic radiator valves.

2.14 Maintenance or repairs to a second central heating system at the Property.

2.15 The Agreement applies only to the Customer's primary central heating system (as determined by us and detailed in the Agreement Summary) if there are more than one.

3. Plumbing Cover

3.1 The Services provided under this Agreement include the maintenance and repair of the domestic plumbing system at the Property.

3.2 Upon entering into this Agreement an Initial Inspection and/or Service will be conducted to eliminate any possible pre-existing faults with the System.

3.3 We are responsible for:

3.3.1 the provision of one maintenance inspection during each consecutive 24 month period of the Agreement running from the Commencement Date.

3.3.2 maintenance and the repair of the plumbing system running from the mains stopcock to the taps, including any external taps fixed to the main dwelling, cold water storage tanks, hot and cold supply pipes, sanitary fittings, valves, internal drainage within the envelope of the Property, as herein defined.

3.3.3 maintenance of hot water storage tanks that are less than 10 years old.

3.3.4 making the Property and its contents safe from additional material damage caused by a breakdown, where practicable to do so.

3.3.5 the maintenance of leaking overflow pipes, leaks to central heating water pipes or radiator valves (but not the radiators themselves nor other central heating appliances or components). Lagged pipes inside the main dwelling that burst as a result of cold weather (but not pipes which have been left unlagged).

3.3.6 the maintenance of flexible pipes to properly plumbed-in washing machines, dishwashers and refrigerators providing that they have been installed in accordance with the relevant instructions manual.

3.3.7 unblocking, repairing and getting to waste drainage pipes that are inside the Property (e.g. unblocking sinks).

3.3.8 using our best endeavours to repair the System in the event of a breakdown which results in substantial impairment to your normal enjoyment of the System or where the System breakdown is resulting in material damage to the Property or its contents or is likely to do so or is creating material risk to health and safety.

3.3.9 all labour, parts and materials for repairs and access costs are included up to an aggregate maximum of £1,000 (including VAT) for each job (whether such job requires one or more visits to complete).

3.4 You agree that we may not use like-for-like parts in all instances. However, all parts used will be suitable and of sufficient quality to carry out the repairs.

3.5 We agree to give you a 10% discount on labour for any services that do not fall within the terms of this Agreement but which you choose to have carried out by us.

3.6 Our engineers will be available every day of the year.

3.7 We will provide a help line which is open 24 hours a day 365 days a year.

4 Plumbing Cover exclusions

Your Agreement does not include the following:

4.1 The maintenance or repairs of the System before the Initial Inspection has been conducted and the time limit for serving notice of any existing defect has expired or we have confirmed that the System has passed the Initial Inspection, if sooner.

4.2 Repairing or replacing taps or washers within taps.

4.3 Repairing or replacing the mains cold water stopcock, water softeners, shower pumps and mixer valves, combined overflow and pop up waste mechanism, mechanical pumps, water filters, swimming pools, decorative garden features, rainwater pipes and guttering, macerators such as Saniflo, and electrical units for toilets.

4.4 We do not include the costs of getting to your System (parts and labour) where your System is inaccessible due to a design fault.

4.5 Any faults or damage caused as a result of Pest infestation are not covered.

5. Electrics

5.1 We will indemnify you for damage to electric systems provided that the electrical supply is 240v and the damage occurs within your home, beyond the electricity company's supply meter or other monitoring or measuring device

5.2 The maximum we will pay for damage arising from any one claim under section 6 is:

6. Electrics Exclusions

6.1 We will not indemnify you in respect of Damage:

6.2 to taps and any related tap fault, water softeners and water filters, combined overflow and pop-up waste mechanisms;

6.3 to any plumbing or electrics external to Your Home;

6.4 to any breakage or repairs to toilet cisterns, bath and shower seals or grouting, spa baths, jacuzzi including pumps and valves;

6.5 to the plumbing or electric power supply between your home and any outbuildings;

6.6 caused by or resulting from leaking appliances (including but not limited to showers, shower trays, toilets pan and or toilet flushing systems);

6.7 to the contents of Your Home or any personal possessions being Your property or the property of any other person resident or visiting Your Home;

6.8 to the electric company's supply meter or any other type of monitoring or measuring device, any kind of electrical appliance including but not limited to household domestic appliances, computers, mobile telephones, laptops or any other device which can be plugged into the electricity supply or any other form of power supply (such as but not limited to batteries, power packs, solar power) electric hot water pumps, any part of Your water system designed to increase mains water pressure;

6.9 to alarm systems or security lighting, solar or photovoltaic panels;

6.10 to electrical "Terminal Ends" (such as but not limited to light bulbs, electric showers);

6.10 to any wiring not installed to the regulatory standards or in a dangerous condition;

6.11 to any wiring that is sheathed or cased in fabric;

6.12 caused by or resulting from inadequately lagged pipes;

6.13 to any fixtures including lead piping where replacement is only necessary as a result of legislation or health and safety guidelines, or to meet current best practice;

6.14 to plumbing systems which have not been installed, serviced or maintained in accordance with established practice, statutory regulations, British Standards or EU standards.

6.15 any reason more specifically excluded under Section 6

7 General Conditions

Initial Inspection/Gas Safety Check/CP12

7.1 If your Agreement includes an Initial Inspection, we will inspect your System to make sure it is safe and in good working order. Our Engineer will fill in a safety inspection checklist to show you what he or she has checked. We will carry out this service within 30 days of the beginning of your agreement where possible. If the service reveals a problem, we may:

7.1.1 tell you what work is needed and what it will cost you including the cost of parts and labour, as any pre-existing fault is not included under your Agreement; or

7.1.2 cancel the Agreement and refund your money in accordance with clause 10.3, 10.4, 10.6 and 10.7 if you do not rectify all of the pre-existing faults.

7.2 We will not carry out an Initial Inspection if we have already carried one out at the property (irrespective of change of ownership) within the last 12 months.

8 Annual Service

Your agreement includes an Annual Boiler Service. We will let you know when it is time to carry out an Annual Service. We will normally carry out only one Initial Service or Annual Service at a property (irrespective of change of ownership), in any 12 month period. We will then carry out an Annual Service around the same time each year where possible, subject to renewal of your agreement with us. This will depend on our workload and your preference for an appointment. As long as we are given access to your Property, we will always make sure we check that your system or appliance is safe. You can also call us at any time to arrange or rearrange your Annual Service if it is due.

9 Spare parts

If our engineer does not carry the spare parts your repair work needs on the day, we can get hold of most items the following working day. Otherwise, we will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts or, if new parts are not readily available, parts that have been reconditioned by the original manufacturer.

10 Labour One of our engineers will usually carry out the work. However, in certain extreme circumstances we may authorise a suitably qualified contractor to carry out the work.

11 Appointments

11.1 If, for any reason, you are unable to keep an appointment with one of our service engineers please contact us to rearrange.

11.2 If you fail to honour an appointment with us you will need to contact us again to book a new appointment.

11.3 If you fail to keep 2 appointments you will be required to pay an abortive call out charge of £30.00.

11.4 To prevent any unnecessary call outs it is very important that we have your cooperation in minimising the number of missed appointments by informing us of any changes as soon as possible.

12. Payment.

12.1 You will be asked to pay at the outset of the agreement the sum of per cover agreement in full with a discount or by direct debit. If further payments are to be made by direct debit on a basis, it is an express term of this contract that you will be requested to set up a direct debit mandate. If your direct debit is returned unpaid, we will attempt payment within five working days. If your direct debit is returned for a second time, we reserve the right to cancel this contract.

13 Cancellation of Contract during the Cooling Off Period

13.1 You have a statutory right to a "cooling off period". The period begins once the contract between us and you is formed and ends at the end of 14 calendar days after that date.

13.2 If you wish to cancel the contract within the cooling off period you should inform us immediately by a clear statement either a letter sent by post, fax, or email to the address given on our quotation. You may use the model cancellation form but it is not mandatory.

13.3 To meet the cancellation deadline, it is sufficient for you to send your confirmation concerning your wish to exercise the right to cancel before the cancellation period has expired.

13.4 If you exercise the right to cancel you will receive a full refund of any money paid to us in respect of this contract.

13.5 We will refund money using the same method used to make the payment, unless expressly agreed otherwise in advance. You will not incur any fees as a result of the refund.

13.6 We will process the refund due to you without delay, and in any case within the period of 14 days after the day on which we are informed of the cancellation.

13.7 If the agreed date for commencement of our work falls within the cooling off period you must make an express request for provision of the services to begin within the 14 day cooling off period. By making such a request you agree to the following.

(A) If the services are fully performed within the 14 calendar day cooling off period you will lose the right to cancel after the services are complete.

(B) If you cancel the services after provision has begun but before it is complete you will still be required to pay for the services provided up until the point at which you inform us of your wish to cancel and any sums that have already been paid for the services shall be refunded after any deductions calculated in accordance with the foregoing have been made..

14 Cancellation by us

14.1 We reserve the right to cancel the Agreement if;

14.1.1 your System has an output of more than 40kw;

14.1.2 your Property has more than 6 bedrooms and 2 bathrooms

14.1.3 we lose any relevant accreditations needed for providing the services agreed; or

14.1.4 we cease trading; or

14.1.5 any part of the System is not being used in accordance with its manufacturer's published instructions; or

14.1.6 the System has been abused or mistreated, including being subjected to unusual physical or electrical stress; or

14.1.7 you fail to make a payment within 30 days of it becoming due: or

14.1.8 during the period of delayed payment you will not be entitled to any of the services provided in the Agreement until payment is received.

14.2 If we do cancel your Agreement we will notify you in writing and we will re-credit to your account any sum deducted by us from your credit card, less any deductions due to us in accordance with clauses 10.3 and 10.6, as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

15 Non-commencement of the Agreement

15.1 The Agreement will be terminated automatically on the non-commencement of the Agreement. The Agreement will be considered as having not commenced if;

15.2 You notify us within 7 days of entering into the Agreement that you wish not to commence with the service; or

15.2.1 within 30 days of the Agreement being entered into you fail to allow us to carry out an Initial Service; or

15.2.2 if the boiler is less than 12 months old or has had a service in the last 12 months you fail to allow us to carry out a Gas Safety Check; or

15.2.3 upon the Initial Service a pre-existing fault arises and you fail to allow such repairs as necessary with full payment by you (parts and labour).

15.3 Upon the non-commencement of the agreement, any monies paid by you to us will be refunded within 30 days, less an administration fee of £30.00 plus VAT and any inspection/service charges.

16 Duration of Agreement

16.1 Notwithstanding any contradictions within this agreement, the minimum duration of this Agreement will be 12 months.

17 Alteration of Terms

17.1 We reserve the right to change the terms and conditions of Service under this Agreement from time to time as is deemed necessary.

17.2 Within 30 days we will supply you with an addendum to the terms and conditions.

17.3 If you find any amendments to our terms and conditions unacceptable, you may cancel your Service, subject to clause 10, above.

17.4 Your continued receipt of Service shall be your acceptance of these terms and conditions and any amendments thereto.

18 Exclusion and limitation of liability

18.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.

18.2 We shall not be liable for;

18.2.1 normal insured risks - this means any amount payable in respect of an insured event where the cost is recoverable under any other form of insurance or maintenance agreement.

18.2.2 third-party or accidental damage - we will not include the cost of repairs relating to damage caused by you or someone else.

18.2.3 indirect losses - we will not include loss or damage to property (including any cleaning needed) or any other type of loss caused by the System, to which this Agreement relates, breaking down or leaking (for example, damage to furniture caused by water leaks).

18.2.4 any loss or damage or expense or liability howsoever occurring unless specifically stated as being included under this Agreement.

18.3 We are not liable to you for any loss caused by our failure to observe the terms and conditions of this agreement, including failure or delay by us in supplying our services to you if the failure is occasioned by any cause beyond our reasonable control, for any cause whatsoever, including war, insurrection, fire, flood, earthquake, strikes, lock-outs, the unavailability of raw materials or similar cause.

19 Complaints

19.1 If you have any complaint you must submit it in writing, either by post, to our registered address below, or by email.

19.2 Upon receiving your complaint in the first instance we will send out a different engineer to rectify the problem;

19.3 If the problem remains unresolved then we will send out a Quality Control Engineer;

19.4 In the event that 16.2 and 16.3 do not resolve the problem we will aim to come to a compromise through an informed dialogue between you and ourselves.

19.5 With regards to any complaint not in connection with your System we aim to resolve the problem within 30 days of receiving your complaint.

All complaints will be given the highest priority.

20 Suspension of the Agreement

In the event of any monthly or quarterly recurring payment not being met, an administration charge of £10.00 will be applied this being due immediately along with the missed payment. It must be noted that all services under the Agreement will be suspended, in accordance with clause 11.1.7, until the missed payment has been met along with the £10.00 plus VAT administration charge

21 Dealing with your Agreement

Where you are more than one individual, each of you will be equally responsible for complying with any obligations on you under the Agreement, including payment of the price. We will ordinarily need to speak with you regarding all matters unless you provide authority for a named individual to represent you.

22 Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

23 Entire Agreement

23.1 This Agreement, along with others referenced within, constitutes the whole agreement between the parties.

23.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

23.3 Nothing in this clause shall limit or exclude any liability for fraud, personal injury or death.