

# Maintenance Plan T&C

## 1. DEFINITIONS

- 1.1 Planned Maintenance – a service visit once a year check to ensure the safety of your gas fired appliance as covered by your plan
- 1.2 Reactive Maintenance – an ad hoc visit generated by a failure of the heating system in accordance with these terms and conditions
- 1.3 Landlords Gas Safety Record – a legal certificate required if you rent out your property
- 1.4 Excess – a charge received to book a Reactive job
- 1.5 Callout Charge – a charge levied at the prevailing rate to attend your property and diagnose any faults
- 1.6 Labour Charges – a charge levied at the prevailing rate for any remedial works not covered by this Maintenance Plan
- 1.7 Materials – any parts or materials required to rectify faults found during a visit
- 1.8 OEM – original equipment manufacturer

## 2. LEVEL OF PLAN

- 2.1 Maintenance Plans can be taken out for any domestic gas appliance or multiples thereof.
- 2.2 Maintenance plans are available at three levels, subject to clause 8 of this agreement:
  - 2.2.1 1 Star
    - 2.2.1.1 Boiler Service / Safety Check
    - 2.2.1.2 Landlords Safety Check (LGSR)
    - 2.2.1.3 Priority Response Times to Reactive Callouts
    - 2.2.1.4 Discount on Normal Labour Charges of 10%
  - 2.2.2 3 Star
    - 2.2.2.1 As covered by 1 Star (1.2.1), and
    - 2.2.2.2 Callout Charges covered as Free of Charge
    - 2.2.2.3 Labour Charges covered as Free of Charge
  - 2.2.3 5 Star
    - 2.2.3.1 As covered by 3 Star (1.2.2), and
    - 2.2.3.2 Materials covered as Free of Charge
  - 2.2.4 5 Star +
    - 2.2.4.1 As covered by 5 Star (2.2.3) and
    - 2.2.4.2 Contains a payable excess layer to book a reactive maintenance visit.  
This is payable for each callout, and may be refunded at the companies' discretion

## 3. PERIOD OF MAINTENANCE PLAN

- 3.1 Where payment is annually in advance, the maintenance plan is valid for one year from the date of notified acceptance by Surefire Heat LTD
- 3.2 Where payment is by direct debit, the maintenance plane is an annual agreement and shall remain valid from year to year from the date of notified acceptance by Surefire Heat LTD.

## 4. PAYMENT AND RENEWAL

- 4.1 Payment for the maintenance plane is made:
  - 4.1.1 Annually in advance, or,
  - 4.1.2 By monthly instalments via our approved Direct Debit provider.  
Payments are always taken on or around the 1<sup>st</sup> of each calendar month

# Maintenance Plan

## T&C

- 4.1.3 To take advantage of our direct debit facility, please visit our website. Your maintenance plan will not start until the first payment has been collected.
  - 4.2 The renewal date of the maintenance plan will be the yearly anniversary of the date the contract first commenced. Notification of the renewal charge will be sent in advance of the renewal date for your consideration
  - 4.3 If any due direct debit collections fail, Surefire Heat LTD will work with the customer to bring payments up to date. In the case that this is not possible, the Maintenance plan shall be cancelled and Surefire Heat LTD will seek to recover the remainder of the annual balance due
  - 4.4 Surefire Heat LTD reserve the right to cancel or refuse any maintenance plan
5. CHANGE OF ADDRESS
  - 5.1 If you move address during the period of cover, Surefire Heat will endeavour to provide cover to your new property
  - 5.2 You will not be entitled to a second Planned Maintenance visit to your new property.
  - 5.3 No ongoing service or liability will be obligated to the new occupants of your existing property
  - 5.4 In the case that Surefire Heat LTD cannot provide cover to your new property, a pro-rata refund for the period remaining on your plan will be made
  - 5.5 If you pay by Direct Debit, then all future payments will be cancelled, and no refund will be paid.
6. CONDITION OF THE CENTRAL HEATING BOILER AND INSTALLATION
  - 6.1 Acceptance of the appliance onto the maintenance plan does not imply that it is installed satisfactorily
  - 6.2 At the time of the first service visit, an assessment will be made as to the suitability of your installation for a maintenance plan. In the case it is not suitable, a full refund will be made, and the maintenance plan terminated
7. CONTRACT CONDITIONS
  - 7.1 The maximum sum covered, including parts, labour and VAT is £1000
  - 7.2 In the event of parts being obsolete or unavailable through our approved supply chain, we may recommend a new boiler installation. We may also terminate your maintenance plan
  - 7.3 Surefire Heat will not fit customer supplied parts
  - 7.4 Surefire Heat do not offer a "like for like" replacement policy. We will only use quality parts approved by ourselves that conform to British Standards
  - 7.5 It is your responsibility to book a service within the 12 months period, the service cannot be carried over and there will be no reimbursement if a service is not carried out.
  - 7.6 Maintenance contracts are sold in line with our Terms of Business, and Consumer Contract Regulations in force at the time of purchase
8. EXCLUSIONS
  - 8.1 Weekends and bank holiday callouts – this may be waived at the company's discretion
  - 8.2 Replacement of parts where an affirmative diagnosis cannot be made – i.e. intermittent faults
  - 8.3 Routine adjustments to time and temperature controls, unless as part of an existing visit

# Maintenance Plan

## T&C

- 8.4 Any defect on the central heating system or inadequacy attributable to the design of the central heating system/installation
  - 8.5 Any defect or damage occurring from the failure of the public Electricity, Water or Gas supply.
  - 8.6 No pipes, ducts or electrics contained within the fabric of the building
  - 8.7 Making access to any part of the installation contained with boxing, coverings or the fabric of the building
  - 8.8 Any damage caused by magnetite/sludge, including remedial work to remove magnetite/sludge from your system
  - 8.9 Flue liners, secondary flues or Chimney pots
  - 8.10 Electrical supply up to and including the isolation point
  - 8.11 Any part of the hot or cold potable water supply to or in the property
  - 8.12 Any defect or damage caused to or occurring as a result of third-party interference or remedial work
  - 8.13 Replacement of chemical inhibitors – this can be completed at a discount at the time of visit
  - 8.14 Kickspace heaters, Towel, Column, Designer or Custom radiators.
  - 8.15 Replacement Cylinders, vented or unvented – clause 8.11
  - 8.16 Replacement Boilers in the case of Beyond Economical Repair, obsolete parts or systems aged 20 years+
  - 8.17 Any damage or failure caused by a force majeure event:
    - 8.17.1 fire
    - 8.17.2 lightning
    - 8.17.3 explosion
    - 8.17.4 tempest or flood
    - 8.17.5 storm
    - 8.17.6 the bursting or overflowing of water
    - 8.17.7 earthquake
    - 8.17.8 aircraft and other aerial devices or articles dropped therefrom
    - 8.17.9 riot or civil commotion
    - 8.17.10 act of war, whether declared or undeclared, and/or act or aggression as defined under the United Nations Charter and declared in a resolution of the United Nations Security Council
  - 8.18 Damage to property as a result of a system failure, unless caused by negligence by Surefire Heat, or reimbursement of earnings in relation to employment or income generated from business interests
  - 8.19 Circumstances you were aware of or which existed before the start of cover
  - 8.20 Any incidents related to subsidence, landslip or heave
  - 8.21 The removal of asbestos. In the event your boiler contains asbestos, we shall carry out non-intrusive works where possible
9. REFUNDS, CANCELLATIONS
- 9.1 Maintenance plans are subject to 14 days cooling off period. Providing no visits have been made under the plan, no charges will be levied. If any visits have been made, these will be charged at our standard rates
  - 9.2 If you wish to cancel a policy after the cooling off period, this must be done in writing, and your plan paid in full.

# Maintenance Plan T&C



- 9.3 If you are paying by monthly instalments, any instalments still outstanding shall remain payable to expiry date.
- 9.4 We will cancel your agreement if a) You have given false information. b) You do not make an agreed payment.
- 9.5 In the event that Surefire Heat cancel your policy for any reason contained within this policy, either a pro-rata refund or cancellation of your direct debit will occur