

Service and Maintenance Terms and Conditions

These terms and conditions ('**terms**') apply to the service and maintenance contract ('**contract**') between the person ordering the services ('**customer**' or '**you**') and Swale Heating Limited ('**we**' or '**us**'). Please read these terms carefully before agreeing to the contract as they contain important information.

SERVICES: If you have selected '**standard boiler service**' then the contract between you and us entitles you to an annual boiler service only. If you have selected '**premium boiler cover**' then your contract entitles you to comprehensive cover for your gas central heating boiler and heating system and includes an annual service. There are no excess fees to pay and parts and labour are included, subject to the exclusions listed below. We will provide the service you have selected to you in accordance with these terms.

EXCLUSIONS TO THE SERVICE AND MAINTENANCE CONTRACT: The following services are excluded from both our 'standard boiler service' and 'premium boiler cover':

1. Adjustments to time and temperature controls.
2. Replacement of decorative parts.
3. Any domestic water supply from the hot water cylinder or appliances including taps and showers.
4. Any cold-water storage cistern, mains water supply, cold water supply pipework.
5. Inherent defects or inadequacy to the original design and installation of the system/appliance(s) not apparent at the initial subject to survey visit, or from visual inspection, and consequential damage or loss arising from defects (not applicable if Swale Heating installed the entire heating system).
6. Pipework, wiring or flues buried in the fabric of the building including underfloor heating.
7. Any defects or damage caused through malicious or wilful action, negligence, or third-party interference.
8. Any defects or damage caused by fire, lightning, explosion, flood, storm, frost, impact or other extraneous cause.
9. Any defect or damage occurring from a failure of the public electricity, gas or water supplies.
10. Any work arising from hard water scale deposit, system contamination or damage from aggressive water.
11. Removing asbestos associated with repairing appliance or system.
12. Any unvented cylinder or associated unvented system components.
13. Replacement or repair of thermal stores, immersion heaters or the repair of fan convectors.
14. Replacement of towel rails, Low Surface Temperature and designer radiators, including any associated valves.
15. Replenishment of chemical treatments.
16. Complete appliance replacement for any reason.
17. Replacement of gas supply pipework.
18. Any increased cost of utilities, loss of water services, loss of earnings, any retrospective cost for items not relating to the repair of the heating components.
19. The cost of any improvements to the heating or hot water systems.
20. Removing sludge from system.
21. Replacing/repairing any steel or iron pipes.
22. Making access to the appliance/system that is not deemed reasonable.
23. The replacement of any internet-based controls.

PERIOD OF CONTRACT: The contract will run for a period of one calendar year from the date that your first payment is received ('**initial term**'), subject to the outcome of the engineer's inspection at the initial subject to survey visit being satisfactory to Swale Heating. If it is not, Swale Heating may terminate the contract with immediate effect by notifying you. Any remedial work required following the initial subject to survey visit is not covered by this contract and will be quoted for and charged separately.

ANNUAL SERVICE: A service engineer will inspect the central heating appliance(s) once a year on an agreed date and clean and adjust them as necessary using reasonable care and skill. A visual inspection of the system will also be carried out at this time, and any remedial works actioned or quoted for separately as necessary.

ACCEPTANCE ON TO CONTRACT: Acceptance of a system or appliance(s) on to a contract does not imply that it is installed satisfactorily (not applicable if Swale Heating installed the entire heating system) or to current standards or codes of practice or that any spare parts required are guaranteed to be available for the appliance. Please note that a service (chargeable at £80 Inc. VAT unless otherwise stated) will be carried out at the initial subject to survey visit, regardless of whether Swale Heating agrees to provide cover, unless prior request not to is made by the customer.

PRICE AND PAYMENT: The price payable by you is as notified by Swale Heating at the time the contract is entered. The price is inclusive of VAT unless otherwise stated. Swale Heating may increase the price at any time following the end of the first contract year, but you will always be notified of any price increase in advance. Payment is due annually in advance or by monthly instalments and is to be paid as notified by Swale Heating.

RENEWAL: The contract renewal date will be the yearly anniversary of the date that your first payment is received. The contract remains valid as long as payment is continued. If you pay by direct debit, we will automatically renew your policy at the end of each contract year unless notified not to, in which case the contract will expire. Swale Heating reserves the right to refuse to renew a contract. Please note if your contract is renewed automatically, you have the statutory right to cancel within 14 days of the renewal date (your 'cooling off period').

YOUR RIGHTS: It is our responsibility to supply you with services that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us, our contact details are given at the bottom of the page. If you are unclear about your rights or require advice, you can contact the Citizens Advice Consumer Service on 03454 040506 or www.adviceguide.org.uk

ACCESS: It is your responsibility to let us into your property. 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.

LANDLORDS: We will make every reasonable effort to undertake a gas safety inspection at your property. We will also make you aware if we fail to gain access to your tenanted property. Swale Heating Ltd cannot be held responsible if we cannot gain access to carry out your gas safety inspection. It is your legal responsibility as a landlord to ensure that the property has a valid Landlord Gas Safety Record.

CANCELLATION OF CONTRACT: You have a right to cancel the contract between you and us without giving any reason within 14 days of it being entered into. This is known as your 'cooling off' period. In order to exercise your right to cancel you must inform us of your decision by a clear statement (e.g. a phone call, letter, fax or email). You may use the cancellation form below, but you do not have to. We reserve the right to cancel the contract if you have given any false information or you do not make an agreed payment on the due date or you do not allow us access to your property within a reasonable period of time or you change your boiler or an appliance that the contract covers.

EFFECTS OF CANCELLATION: If you cancel this contract during the cooling off period, we will reimburse you all that you have paid us, subject to certain possible deductions set out below. If you want us to start providing services straight away and before your cooling off period ends, we will need a specific request from you. If we start work before your cooling off period ends, you will still have a right to cancel within 14 days, but you will have to pay labour and parts costs for any work that we have undertaken up to the point when you inform us of your decision to cancel. You do not have the right to cancel where the service is fully performed during the cooling off period. You may use the request to start work form below to inform us of your request to start work, but you do not have to. We will make any reimbursement due to you without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract. You will not incur any fees as a result of the reimbursement. If you cancel your contract outside of the cancellation period, we will not normally give a refund. If you are paying by monthly instalments, any instalments still outstanding shall remain payable until the end of the contract year.

EVENTS BEYOND OUR REASONABLE CONTROL: We cannot accept liability for any delays or non-performance of our obligations under this contract as a result of any event or circumstance beyond our reasonable control. Where possible, we will take all reasonable steps to minimise the effect of the delay.

LATE PAYMENT: If you do not make payment to us when it falls due we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the date the payment falls due until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

LIABILITY: 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 (but we do not exclude or limit in any way our liability to you where it would be unlawful to do so). We will make good any damage to your property negligently caused by us while providing services. 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 (e.g. damage caused by water leaks).

OTHER IMPORTANT TERMS: The following other terms apply to the contract between us:

1. We may transfer our rights and obligations under these terms to another organisation, but we will contact you to let you know if we plan to do this.
2. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
3. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
4. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
5. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
6. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Service and Maintenance Terms and Conditions Forms

Request to Start Work Form

If you wish us to start work before the end of your 14-day cancellation period, please complete, detach and return this form to the address below, email us at privatecontracts@swaleheating.com or alternatively call us on 0800 731 3344.

To: Private Contracts Department
Swale Heating Limited
Eurolink Industrial Estate
Heard Way
Sittingbourne
Kent
ME10 3SA

I/We hereby ask you to start work on our contract on a date that we will/have already agreed.

I/We understand that I/we have a right to cancel this contract, as described above, within the cancellation period which ends 14 days after the contract is entered into.

I/We also understand that following cancellation I/we may have to pay certain labour and/or parts costs or have some reduction of our reimbursement as described above, this is applicable when repairs to a boiler or heating system have been agreed and purchased by the customer.

Customer Reference:

Name:

Address:

Postcode:

Signature:

Date:

Cancellation Form

If you wish to cancel your agreement with Swale Heating, during your cooling off period, please complete, detach and return this form to the address below, email us at privatecontracts@swaleheating.com or alternatively call us on 0800 731 3344.

To: Private Contracts Department
Swale Heating Limited
Eurolink Industrial Estate
Heard Way
Sittingbourne
Kent
ME10 3SA

I/We hereby give notice that I/We wish to cancel my/our central heating agreement.

Customer Reference:

Name:

Address:

Postcode:

Signature:

Date: