James Broadbent Plumbing & Heating Ltd

Service Plan Terms & Conditions

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

1- Definitions

Service plan – Refers to the type of plan that you have chosen to be on. Refer to clause 2 for full details of what the plans are.
Boiler – An appliance located at the domestic property that heats the hot water and/or heating by gas.
Heating System - The heating system includes hot water cylinder, heating pipework, pump, motorised valves, radiators, radiator valves, programmer/timers, cylinder stat, room stat and pressure controls only.
Plumbing System – The plumbing system includes tap repairs, hot and cold water pipes, cold water tanks, toilet break downs, Silicone seals on bath and showers, Ball valves and float valves, Stop cocks and gate valves and above ground drainage. It does not include below ground pipes or pipes which are buried in concrete.
Start Date – The date that is stated on the contract as the start of the service plan.
We / Us / – James Broadbent Plumbing & 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, 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's Included (Add your plans and whats included)

Service Plus Plan

Fully qualified engineers and DBS checked engineers
Annual Boiler Service or Landlord safety certificate*
Annual visit includes bleeding of all radiators
Incoming gas supply checks
Heating controls checked
Dedicated telephone Help/support
10% discount on labour rates for future work

Silver protection plan

Fully qualified engineers and DBS checked engineers
Annual Boiler Service or Landlord safety certificate*
Annual visit includes bleeding of all radiators
Incoming gas supply checks
Heating controls checked
Dedicated telephone Help/support
10% discount on labour rates for future work
Full system balance
No unexpected repair bills
Heating system repairs (Boiler not included)
Parts and labour covered**
Unlimited callouts***

Gold protection plan

Fully qualified engineers and DBS checked engineers
Annual Boiler Service or Landlord safety certificate*
Annual visit includes bleeding of all radiators
Incoming gas supply checks
Heating controls checked
Dedicated telephone Help/support
10% discount on labour rates for future work
Full system balance
No unexpected repair bills
Heating system repairs
Parts and labour covered**
Unlimited callouts***
Boiler repairs
Plumbing system repairs
Boiler replacement cover#

* - To be booked between January and November unless we agree otherwise
**- Limits apply please see Clause 14. 19
*** - Unlimited calls out apply as long as there is fault present, if we inform you that the issue is not a fault or not covered and you call us out we will have the right to charge at our standard rates.
#- If your boiler is under 7 years old and deemed unrepairable we will fit a like for like boiler as part of this agreement. (You will need to be able to prove age of boiler upon request)

3- Contract renewal/Cancellation

Your Contract is for a Minimum of 12 Months from the date of the first payment.
Unless you tell us otherwise 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.

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.
- If on our first visit we find a fault with system/systems.
- If we have advised that a permanent repair is needed to make sure your appliance or system is working properly and safely and you have not acted to resolve in an appropriate manner.
- Anyone other than one of our engineers/subcontractors carries out work on the system whilst the contract is in place.
- If health and safety issues arise from your property or persons in property.

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 in the supply of parts from our suppliers. We may fit replacement parts that are adequate but not the same as the defective part(s).

7- New Parts will only be fitted where old ones are beyond reasonable repair. We will be the sole arbitrators as to the condition of parts, where a radiator requires changing we will only change for a standard white radiator. Designer radiators and towel rails will be attempted to be repaired but not covered for replacement. Boiler heat exchangers that have been damaged by debris, sludge or scale will not be covered for either parts or labour.

8- As boilers get older for many reasons they become noisy, where noise is down to the age of the appliance we will not class this as a fault and is not covered under any plan.

9- Boiler replacement – If your boiler is under 7 years of age and deemed unrepairable we will replace the boiler like for like, we will need to see proof of the original date of installation. For boilers over 7 years a loyalty discount will be applied to the cost of fitting a new boiler.

10- Access – We are not liable for any repairs to which we cannot gain reasonable access, removal of any obstructions will be at our sole discretion and will reserve the right to charge you at our standard rates. We may insist that you arrange for the obstruction prior to us carrying out the repair, we will not be held liable for any making good unless it's down to our negligence.

11- Charges – If a service plan is cancelled part way through the year we reserve the right to charge for any services and/or repairs we have carried out at our standard rates.

12- Annual boiler service or landlord certificate- If this included in your plan we will try to arrange a visit for this to take place but you remain responsible for it happening within the contract.

13- System flushing – If we recommend that your heating system requires a flush we will provide you with a quotation and once the system is cleaned we will continue with any service plan in place.

14- Exclusions

Our service plans do not include –

1 Repairs required due to design faults or existing faults prior to the start of this plan.
2 Repairs relating to damage caused by you or a third party.
3 Any loss or damage to any property caused by the boiler, heating system or plumbing system breaking down - for example damage to ceiling, flooring, walls, carpets due to a leak.
4 Any faults caused by sludge, scaling or blockages
5 The cost of removing sludge or scale from the system and the damage caused would not be covered. Or adding corrosion inhibitor.
6 Boiler repairs are limited to £250 in the first three months of your plan
7 Damage caused by weather or freezing
8 Removal of dangerous materials - for example asbestos.
9 Any decorative parts - for example casing, paint work, batteries.
10 Any part of a flue concealed within the fabric of the building.
11 The gas supply from the meter to the boiler and or other appliances.
12 Damage caused by fire, flood, lightning storm, freezing weather or any other natural event.
13 Adjustments to time controls unless already on site.
14 Any loss suffered by you due to delay in obtaining parts.
15 The cost of a new boiler if parts become unreasonably available, at our sole discretion.
16 Accidental damage, theft or malicious damage.
17 Routine maintenance, cleaning, descaling, turning on or lighting up the system, clearing airlock or blocked pipes, bleeding system (other than the annual bleed during service) topping pressure up.
18 Loss or damage caused by your equipment not working or costs arising from gaining access, this includes pipes under the floor or in the fabric of building.
19 Repairs that will cost over £400.
20 Replacement of showers or taps.
21 Below Ground drainage.
22 Mains supply pipe.
23 Replacement of baths, shower cubicles, basins and toilets.
24 Annual service doesn't include gaskets, o-rings or any faulty parts unless parts are covered under your plan.

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 maintenance contract and IS NOT an insurance policy. James Broadbent Plumbing & Heating Ltd is therefore not regulated by the FCA.

JAMES BROADBENT
Plumbing & Heating