

# **COMPLETE CARE CONTRACT TERMS & CONDITIONS**

## **DEFINITIONS:**

### **1. SCOPE OF COMPLETE CARE CONTRACT**

William Smith Heating Solutions Scotland Ltd will provide the level of cover as set out below in respect of the private domestic central heating system or central heating appliance(s) specified.

#### **1.1 The whole central heating system:**

The central heating boiler or warm air unit and fuel supply from the appliance isolating cock, together with the pump, thermostatic radiator valves, motorised valves and cylinder thermostat, time, temperature and pressure controls, radiators, pipe-work, feed and expansion tank and flue, or in the case of warm air, duct work and heat emitters together with the integral circulator providing domestic hot water.

#### **1.2 Boiler and controls:**

The central heating boiler or warm air unit together with the pump and temperature controls. In the case of warm air any integral circulator providing domestic hot water is included. In the case of an unvented hot water storage system, the hot water pressure and temperature controls are included.

#### **1.3 Boiler only:**

The central heating boiler or warm air unit. In the case of warm air, any integral circulator providing domestic hot water is included.

#### **1.4 Additional appliance(s):**

Any other gas appliance(s) specified. Additional appliance(s) in this contract will qualify for a lower level of cover.

#### **1.5 Priority attention:**

William Smith Heating Solutions Scotland Ltd will endeavour, subject to workloads and labour availability to call the same day in response to any breakdown or failure of the central heating or other essential gas appliances. In case of a repair, if you have no heating or hot water we will be with you on the same day if you call us before 10:00am (Gold & Platinum cover only).

#### **1.6 Gas safety inspection:**

At the same time of the Gas Safety Inspection, a Service Engineer will inspect the safe operation of all gas appliance(s) covered by this contract.

#### **1.7 Service visit:**

A Service Engineer will inspect the central heating appliance and any other appliance(s) specified and clean and adjust them as necessary.

#### **1.8 Free labour and parts:**

No charge will be made in respect of labour or parts and materials in repairing any reported fault.

#### **1.9 Access:**

Access for repairs/breakdowns/services is on an AM or PM basis. This is the only basis we will respond to customers in providing an economic responsible customer service. If William Smith Heating Solutions Scotland Ltd cannot gain access to carry out any Services at an agreed appointment, then William Smith Heating Solutions Scotland Ltd will arrange another date and time. If after two attempts, William Smith Heating Solutions Scotland Ltd still cannot gain access, it may levy a charge of £50.00 and/or cancel the agreement.

#### **1.10 Uneconomic Repair:**

If your existing boiler in the view of William Smith Heating Solutions Scotland Ltd is not possible or uneconomic to repair, or you choose to replace it at any time however old it is as a Complete Care Contract customer you are entitled to a discount on the cost of installing a new boiler if you choose William Smith Heating Solutions Scotland Ltd to replace it.

### **2. PERIOD OF GAS COVER CONTRACT**

This is valid for a period of one (1) year from the date on which the agreement was made between William Smith Heating Solutions Scotland Ltd and the customer. The contract will be renewed automatically by William Smith Heating Solutions Scotland Ltd. Customers wishing to cancel the contract must notify William Smith Heating Solutions Scotland Ltd 10 working days prior to the renewal date.

### **3. PAYMENT, RENEWAL & CANCELLATION**

3.1 Payment for the Complete Care Contract is made annually in advance or by other methods offered by William Smith Heating Solutions Scotland Ltd (examples Cash, Credit or Charge Card, Standing Order, or Direct Debit).

3.2 The Complete Care Contract remains valid as long as payment is continued and remains subject to termination by the appropriate written notice from the customer to William Smith Heating Solutions Scotland Ltd (clause 3.7). If William Smith Heating Solutions Scotland Ltd allows payment to be made by more than four monthly instalments, then each payment will be made in the manner specified by William Smith Heating Solutions Scotland Ltd this agreement will automatically terminate if the customer fails to make any due payment.

3.3 William Smith Heating Solutions Scotland Ltd at its discretion may refuse to offer renewal of any service contract or may offer a reduced level of cover.

3.4 This is a yearly contract. In the event the Complete Care Contract is prematurely cancelled the full payment becomes due. On selling a property the outstanding months due can be included in the purchase price via your solicitor.

3.5 If the Complete Care Contract is prematurely cancelled by either party the service and any repair work carried out will be chargeable.

3.6 We may cancel the Complete Care Contract in the following circumstances:

- If you have given false information.
- If you do not make an agreed payment.

For gas options, if

- We find something wrong at the initial safety inspection; or
- We have advised you that permanent repairs or improvements are needed to make sure your appliance or system works properly, and you do not follow our advice within a reasonable period. This advice may include replacing your boiler or system.
- If we are not reasonably able to find parts to keep your system or appliance working safely.
- If circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.
- If we give you reasonable notice that we are going to cancel.

3.7 Once you have signed the Complete Care Contract you have a short period of time in which you can cancel it. You can do so by sending or taking written notice of cancellation to William Smith Heating Solutions Scotland Ltd at the address shown overleaf. You have a fourteen (14) working day cooling off period from the date of signing this agreement. If you cancel this agreement within the fourteen (14) working day cooling off period any payment you have made will be refunded in full.

### **4. CHANGE OF OWNERSHIP**

4.1 If the ownership of the premises in which central heating or the extra appliance(s) covered by the William Smith Heating Solutions Scotland Ltd Complete Care Contract changes, the new owner shall have the benefit of the contract for the remainder of the period for which the annual payment or instalment has been made.

4.2 No refund will be made for the unexpired part of any William Smith Heating Solutions Scotland Ltd Complete Care Contract.

### **5. PROVISION OF SPARE PARTS**

5.1 William Smith Heating Solutions Scotland Ltd may supply and fit adequate replacement parts or components which are not the same as the parts being replaced.

5.2 William Smith Heating Solutions Scotland Ltd shall not be held responsible for any delay in the provision of spare parts by suppliers.

### **6. REPLACEMENT OF CENTRAL HEATING APPLIANCE OR OTHER GAS APPLIANCE(S)**

6.1 This contract does not include replacement of the central heating appliance or other gas appliance(s) in the event of spare parts or components not being reasonably available (see clause 1.10).

6.2 Replacing your boiler: The Energy Savings Trust recommends that gas central-heating boilers are replaced every 15 years. While boilers older than this can often still work properly, their effectiveness and efficiency becomes reduced. Technological advances mean that today's boilers, if regularly serviced, have significantly improved efficiency, performance, reliability, and safety features. Every new boiler we sell is at least 90% efficient and is an 'A'-rated condensing boiler. This compares with boilers over 15 years old, which have an average efficiency of around 65%.

### **7. CONDITION OF THE CENTRAL HEATING SYSTEM/ APPLIANCE(S) OR OTHER GAS APPLIANCE(S)**

7.1 Acceptance of a central heating system/appliance(s) or any other gas appliances or system components onto the Complete Care Contract does not imply that it is installed satisfactorily or to the prevailing standards or regulations. William Smith Heating Solutions Scotland Ltd will not accept responsibility for any inadequacy or attribute to the original design and makes no warranty as to fitness for purpose or condition.

7.2 At the time of the first visit, William Smith Heating Solutions Scotland Ltd reserves the right to cancel the Complete Care Contract and refund any monies paid for reasons of safety, accessibility for servicing or for non-availability of spare parts.

### **8. USE OF SUB-CONTRACTORS**

William Smith Heating Solutions Scotland Ltd reserve the right to use sub-contractors to carry out all or any part of the works to be provided under this contract.

### **9. LIMITATIONS OF OBLIGATION AND LIABILITY**

9.1 The terms of the Complete Care Contract represent the whole agreement between the parties and all other warranties, conditions, terms, undertakings, or representations of any kind, whether express or implied, statutory, or otherwise relating to the provision of any parts or labour under or in connection with the Complete Care Contract are hereby expressly excluded from the said Complete Care Contract where prohibited by statute.

9.2 William Smith Heating Solutions Scotland Ltd shall not be liable for any indirect or consequential loss, damage, cost, or expense of any kind whatever and however caused whether arising under contract, tort or otherwise, including without limitation any loss of income or profits or any damage to decoration.

9.3 The Supplier accepts liability for death or injury caused by the negligence of William Smith Heating Solutions Scotland Ltd or that of its employees, agents or sub-contractors acting in the course of their engagement under this, and liability which cannot be excluded under the Consumer Protection Act 1987 (Part I) and otherwise by law.

9.4 In all other cases William Smith Heating Solutions Scotland Ltd's total liability (whether in contract, tort including negligence or otherwise) under or in connection with this Complete Care Contract or based on any claim for contribution or indemnity shall not in aggregate exceed twice the total of the Annual Subscription and any additional charges levied for that year.

9.5 The Customer agrees that except as expressly provided in the Complete Care Contract, William Smith Heating Solutions Scotland Ltd will not be under any liability of any kind whatever and however caused, arising directly or indirectly in connection with this Complete Care Contract.

9.6 William Smith Heating Solutions Scotland Ltd shall not be liable if it is unable to carry out its obligations under the Complete Care Contract due to industrial disputes or force majeure.

9.7 William Smith Heating Solutions Scotland Ltd is limited to £750.00 (including VAT) aggregate for any breakdown or failure in the heating system in any one-year period of cover.

### **10. EXCLUSIONS**

The following are excluded from the William Smith Heating Solutions Scotland Ltd Complete Care contract.

10.1 Adjustment to time and temperature controls.

10.2 The replacement of decorative parts. (I.e. lights, Radiants, coal beds, ceramics & coals).

10.3 Repairing/replacing hot water storage tanks (the domestic hot water cylinder) 10 or more years old where repairs are not possible or are uneconomic (e.g. due to corrosion).

10.4 Any domestic water supply from the hot water cylinder or the gas appliance(s) to and including taps.

10.5 The cold and hot water supply tanks, their feeds, and outlets.

10.6 To any defects or inadequacy attribute to the original design and installation of the gas central heating system/appliance(s).

10.7 The fabric of the building or pipe work and flue pipe work buried in it. Copex or appliance flues internal or external.

10.8 Any defect caused through malicious or wilful action, negligence, misuse, or third-party interference.

10.9 Any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact, or other extraneous cause.

10.10 Consequential damage or loss arising from a defect occurring in the central heating appliance, system, or the gas appliance(s) unless such a defect, damage or loss is attribute to the negligence of William Smith Heating Solutions Scotland Ltd.

10.11 Any defect or damage occurring from a failure of the public electricity water supply or gas supply, any failure of Quantum gas meters.

- 10.12 Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water. Removing lime scale, sludge or other deposits from the boiler or other parts of the system.
- 10.13 Fan convactor radiators (e.g. Myson Kickspace type).
- 10.14 Re-lighting pilot lights where no fault is found is chargeable.
- 10.15 Coal beds, Radiants and Coals are consumables their replacement is not covered by the contract.
- 10.16 The property being left unoccupied for more than 28 consecutive days.
- 10.17 Repairs to, or replacement of, any item which, in the supplier's opinion, is beyond economic repair.
- 10.18 Where repair of any part of the System is not reasonably practicable or is not economic, replacement of the item concerned is at the sole discretion of William Smith Heating Solutions Scotland Ltd.
- 10.19 Repairs to, or replacement of, any item which, in William Smith Heating Solutions Scotland Ltd opinion, is beyond economic repair.
- 10.20 Services requiring the removal of asbestos.
- 10.21 Replacement or repair of decoration or cosmetic improvements which do not affect how the System works even if required following provision of Services by William Smith Heating Solutions Scotland Ltd.
- 10.22 Repairing or replacing any parts as a result of normal wear and tear or ordinary deterioration.
- 10.23 Repair of any item not conforming to applicable British Standards or to then current legal requirements from time to time.
- 10.24 Consumable items.
- 10.25 Electrical wiring and electrical fixtures nor any electrical work.
- 10.26 The repair of any item not installed to manufacturer's specifications (inclusive of servicing requirements).
- 10.27 Parts not readily obtainable from leading stockists or manufacturers.
- 10.28 Work on any item which is not exposed.
- 10.29 Repairing or redecorating where any damage has been caused by William Smith Heating Solutions Scotland Ltd performing the Services, although William Smith Heating Solutions Scotland Ltd will undertake such work if it has been negligent or has acted in breach of any obligation and the work results directly from such actions.
- 10.30 Repairs of systems or fittings that have failed temporarily due to freezing temperatures or repairing unlagged pipes that burst as a result of cold weather;
- 10.31 Replacing tap washers.
- 10.32 Replacing appliances save where specifically stated.
- 10.33 Resetting timing or other controls such as thermostats or programmers, because of seasonal time differences (clocks going forward or back).
- 10.34 Replacing bathroom fixtures such as showers, sinks or sanitary fittings.
- 10.35 Maintaining or replacing steel/lead piping.

#### **11. MISCELLANEOUS**

- 11.1 Neither party shall be liable for any delay in performing or failing to perform any of its obligations under the Complete Care Contract due to any Act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest, or other event beyond the control of either party.
- 11.2 All notices to be given under the Complete Care Contract shall be in writing and shall be sent to the address of the party concerned recorded in this Complete Care Contract (or otherwise notified to the other party in writing) by first class post or by hand. In the case of the Customer, this address shall be the Customer's address.
- 11.3 No delay or failure by William Smith Heating Solutions Scotland Ltd to exercise any of its powers, rights or remedies under the Complete Care Contract will operate as a waiver of them and any waiver, to be effective, must be in writing and signed by a duly authorised officer.
- 11.4 Any part of the Complete Care Contract is found by a court or other competent authority to be invalid, unlawful, or unenforceable then such part shall be severed from the remainder of the Complete Care Contract which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 11.5 The Complete Care Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Complete Care Contract and supersedes all previous communications, representations, and other arrangements, written or verbal. This clause and the guarantee contained in these terms do not affect the statutory rights of the Customer as a consumer.
- 11.6 William Smith Heating Solutions Scotland Ltd shall be entitled to set-off against any monies payable to it by the Customer under the Complete Care Contract, any monies which may be payable by it to the Customer, whether under the Complete Care Contract or otherwise. The Customer shall not be entitled to any right of set-off.

#### **12. GUARANTEES**

Materials that are used for plumbing and central heating work are guaranteed for 12 months from the date they are fitted. Within this period, if the material is faulty, we will repair or replace the faulty materials free of charge. If our work is faulty, we will do any repair work free of charge. Our work is guaranteed for 12 months from the date that the work is completed. Any guarantees do not affect your legal rights under the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from a citizen's advice bureau or trading standards department.

#### **13. USING PERSONAL INFORMATION**

Please note that some of the personal information we hold about you may be 'sensitive personal data' within the meaning of the Data Protection Act 1998. Information you provide or we hold about you (whether or not under our Complete Care Contract or Installation Contract with you) may be used by us to:

- 13.1 Identify you when you contact us.
- 13.2 Help identify accounts, services, and products which you could have from us from time to time.
- 13.3 Help run, and contact you about the improved running of, any accounts, services, and products we have provided before, or provide now or in the future.
- 13.4 Carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information.
- 13.5 Help to prevent and detect fraud or loss.
- 13.6 Contact you in any way (including mail, e-mail, phone, visit, text, or multimedia messages) about products and services offered by us. We will only contact you in this way if you have previously shown your consent.

We may pass your address, property and postcode, and details of your gas appliances, flue, hot-water cylinder, system controls and electrical installations (including details of any repairs or removals), to competent person scheme operators and other appropriate organisations, including the Gas Safe Register these operators and organisations may pass this information to local authorities to meet Building Regulations. They may also use this information to contact you to inspect appliances or systems, recall faulty products and carry out audits, and for health and safety purposes. Where appropriate, we will give you or the property owner (or both) a certificate to show that your appliances and so on meet Building Regulations Applicable to new appliance installations only. William Smith Heating Solutions Scotland Ltd will be registered and comply with any regulations implemented accordingly under the scheme. We may monitor and record communications with you (including phone conversations and e-mails) for quality assurance and to make sure that we are meeting our legal and regulatory requirements. If you give us information on behalf of someone else, you confirm that you have given them the information set out in this document, and that they have not objected to their personal information being used in the way described in it. If you give us sensitive information about yourself or others (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the relevant subject of the information has agreed) to us processing this information in the way set out in this document.