

Switch Group Limited (T/a Switch Plumbing and Heating)

1) Switch Plumbing and Heating service plan terms and conditions

What are our service plan agreement provides:

- One service and maintenance inspection during each year of our service plan agreement
- All spare parts and labour for repair work (dependant on what service plan you have chosen)
- Advice on your central heating from our experienced engineers
- Unlimited call outs on repair work (dependant on what service plan you have chosen)
- Priority breakdown service
- Advice on safety and CO alarm checks
- If a Repair cost exceeds £350 we will determine the boiler to be beyond economical repair and a new boiler will be quoted for at a discounted rate. *Upgrades will be available*

Definitions:

Annual Service: a check of your gas appliance, to ensure

is operating correctly and safe.

Breakdowns: where your boiler, controls or system wears out, or fails to operate/ function correctly.

Service Plan: To provide a high-quality service, to repair, or maintain your appliance or system safely.

Switch Plumbing and Heating Service Plan Inspection: also known as 'first inspection' where our engineers will inspect the system boiler and controls for any service plan.

Agreement: An acceptance and understanding of rights and duties to particular obligations and actions of our Service plan for a calendar year and renewable on an annual basis.

Application: Your request for us to offer you a Service plan option outlined in our first inspection.

1: Introduction to your terms and conditions:

We at Switch Plumbing and Heating have designed these products to provide a high quality. To service/repair your boiler and central heating system.

It is important that you read these terms and conditions carefully, as these form the basis of your agreement -

Any queries you have should be directed to Email address hello@switchplumbingandheating.co.uk

2: What plans we offer:

You choose which one of our plans suits your requirements.

Switch Plumbing and Heating service plans:

Platinum:

Covers a boiler service or landlord gas safety certificate only

Platinum Plus:

Covers a boiler service and landlords gas safety certificate

Diamond:

Covers a boiler service, system controls and central heating system (boiler repairs will be under manufacturer's warranty) £20 call out fee per call out.

Titanium:

Covers boiler service, boiler repairs, system control and central heating - £10 call out fee per call out. refer to service plan for further information - (landlords get a free landlord's certificate)

3: Service plan general conditions:

3.1 Service plan periods:

Service plans are for 1 calendar year beginning on the date we carry out a first inspection and accept your application

Any breakdowns within the first 14 days of commencement will not be covered and would be charged in addition

3.2 Service Plan Pricing:

Service Plan prices will be set at the start of the contract and will remain fixed for two years.

3.3 Payments:

Payment method will be set up using is a monthly direct debit. We will also take a one-off annual payments if required.

3.4 Renewals:

Your contract will be automatically renewed unless you contact us to cancel. We will send you a renewal letter 1 month before your contract ending date. If you wish to renew, you do not have to do anything. If you wish to end your contract, please contact us on hello@switchplumbingandheating.co.uk or call on 0191 511 1008. We will also inform you of any price changes or Service Plan changes within the renewal letter.

3.5 Domestic Use:

Service Plans are for appliances for systems fitted inside your home for domestic purposed only or light commercial properties using domestic boilers.

3.6 Our Response Time:

We will endeavour to keep response times to a minimum for break downs unless circumstances are beyond our control. If we cannot get to you within our agreed response time, we will update you immediately and arrange another time for as soon as possible.

3.7 Service Plan First Inspection:

Before Switch Plumbing and Heating accept any appliances/systems or controls onto a service plan an engineer will carry out a first inspection, where any existing faults or safety issues are found during the inspection will need to be rectified before our service plan agreement can commence. These issues will be chargeable and not covered under the agreement of your service plan.

If we do reveal a problem during your first inspection, the engineer will record the problem and advise you on what work needs to be carried out and also the cost to rectify your problem.

We can also offer you a different king of Service plan that does not cover the existing problem, or we can cancel the acceptance of your appliance/system to be covered under our Service plan.

We will not carry out another first inspection if we have previously refused to accept your appliance/system unless the remedial work has been carried out correctly, safe and to the current regulations.

3.8 Annual Service:

All Service plans includes an Annual service. Where we will contact you around one month before your anniversary of your Service plan agreement. We will carry out safety checks of your appliance. inspect the appliance and system and controls to make sure operating safely and correctly.

If we are at the property for any repair work within 2 months of your annual service date. we may opt to carry out your annual service during this visit.

3.9 Spare Parts:

Engineers do carry a varied selection of spare parts on their vans, however if we not have the required parts on board, We will do all that we can to source parts via approved suppliers. The suppliers we use generally provide parts the next working day.

3.10 Guarantees:

We guarantee any spares or workmanship for a period of 12 months from the date we completed the repair. The rights in relation to any guarantee we give you apply in addition to and do not affect your legal rights under the Sales Of Goods Act 1979 and Supply Of Goods And Services Act 1982. You can get advice about your rights from the citizen's advice bureau and the trading standards department.

3.11 Access to your Property

For our engineers to work in the property when someone is over the age of 16, or if a key has been left with an engineer with your permission to work in the property alone. It is your responsibility to allow us in to the property. If we can't access the property for us to carry out any repair work or Annual service and our responsibilities for our Service Plans. We cannot be held responsible for the lack of service. If we cannot gain access to your property on repeated appointment visits, we are in our right to cancel your Service plan and you will be liable to the cancellation charges.

3.12 Safety Advice:

We may need to advise you permanent improvements or repairs are required to ensure your appliance/system is operating safely. To keep up with Gas Safety regulations for example, where a flue requires additional supports to keep up to date with the current standards. If our advice is not accepted it may mean we cannot fulfil our obligations to you. We are in our right to cancel your Service plan and you will be liable to the cancellation charges.

3.13 Moving Home:

If you are moving home, we are unable to transfer your service plan over to your new property, as systems and boilers differ on age design and safety aspects. If you do wish to continue with a service plan with us in your new property, please contact us and inform us of the move. We can arrange an engineer to carry out a first inspection of the system and boiler. To see if the system is suitable for a contract and give you any safety advice if required.

If you do intend to move home. Please inform us at least a month prior to moving. If you fail to contact us and inform us, you are liable for cancellation charges.

4.0 Appointments:

Morning appointment: 8.00 am – 12.00 pm

Afternoon appointment: 12.00 pm - 18.00 pm Appointment times subject to change as breakdowns may be given priority resulting in your slot being re- arranged.

5.0 Priority Breakdown Service:

All Service plans Diamond and Titanium customers are offered a priority breakdown service. We will endeavour to be with you on the same day if you call us before 2pm Monday – Friday and 12pm Saturdays. Only available for Diamond and Titanium customers.

5.1 Our Response Time:

We will endeavour to keep response times to a minimum for break downs unless circumstances are beyond our control. If we cannot get to you within our agreed response time, we will update you immediately and arrange another time for as soon as possible.

6.0 Landlords Safety Certificate:

As a landlord you should be aware that you are responsible for the safety of your tenants. The Gas Safety (Installation and Use) Regulations 1998 outline the duties of landlords to ensure gas appliances, fittings and chimneys/flues provided for tenants are safe.

By law, Landlords should have all gas appliances in properties inspected for safety annually or when the tenant changes and they should hold a certificate as proof of this.

Service Plan's Landlords Safety Certificate for landlords who let out properties for domestic purposes, includes;

- A gas safety inspection
- Completion of the Landlord Gas Safety Certificate

(CP12)

Additional gas appliances in the property can be inspected individually at an additional cost. We will then provide you with a gas safety certificate after the inspection if everything has been approved or inspected for safety. The certificate will also show any repairs or faults that have been discovered and need rectifying. These can be carried out at an additional cost by us.

6.1 Landlords Safety Certificate plus Emergency Breakdown Cover:

Includes all the above plus:

- Annual boiler service
- Covers call out, labour and parts
- Priority breakdown service

Tenant will be able to contact us directly to arrange a visit to the breakdown We will carry out the safety inspections that are required at the same time as the annual boiler service. We will only check and issue Gas Safety Certificates for the appliances that are included on your Landlords agreement.

7.0 General conditions – Cancellation:

7.1 Your cancellation rights:

You may cancel your Service Plan with us at any time by write to Switch Plumbing and Heating, 51 Walton Avenue North Shields NE29 9BS If you cancel your direct debit and do not inform us, you will be liable for cancellation charges.

Cancellation within 14 days of starting the Service Plan means we will issue you a full refund, but you will be charged for the Inspection at the current rate. For more information on current rates, please call 0191 511 1008

If you cancel after 14 days of starting your plan, you will be covered to the end of your direct debit payment period (including the 1-month notice period). Any work that has been carried out will be charged at our normal rate plus inspection. You will be liable for any cancellation charges.

7.2 Cancellation charges:

If you cancel your plan early and have had any work carried out during your plan, you will be charged the normal rates for work plus inspection fees.

The cancellation charges will be the total annual payment due, less any direct debits plus an administration charge of £40.00

These charges will not be more than the total cost of the agreement that you are cancelling deducting any amounts that you have paid as monthly direct debits.

7.3 Our cancellation rights:

We may cancel the Service Plan for the following reasons: If permanent repairs or improvements are required and not completed;

- If you have supplied to us any false information;
- If we find something wrong upon Inspection;
- Any health and safety issues present;
- If you do not make an agreed payment;
- If adequate access to your property is not arranged in good time;
- If parts to your boiler are not made for your boiler/ system anymore resulting in us not being able to obtain them;
- General exclusions that apply to all agreements.

8.0 Design or workmanship defects:

We will not be held responsible for any poor design elements to the property such as limited access to pipes under concrete floors that have been installed incorrectly, etc. Existing faults before entering an agreement with us which we could not rectify to our best skills will be identified upon our inspection.

8.1 Accidental damage, third party damage and damage from deliberately taking risks:

We will not cover costs of work taken out by someone other than Service Plan or if they have followed our advice resulting in damage to any part of the system. Any repairs required from poor workmanship from a party other than us will be excluded from the agreement.

8.2 All other loss and damage:

We will not be liable for any cost for damage from your appliance or system breaking/failing (unless we caused it). Any water leaks/damage to furniture/fixtures/interior/ exterior will be covered by the property owner unless the damage is Service Plan's fault.

8.3 Making good:

We will make good any holes we have made to access your system and make sure all surfaces are left level. We will not replace the origin surface or construction eg. Decoration, plastering etc.

8.4 Risks normally insured under household or other insurances:

We do not include the repairs of faults caused by factors beyond our control such as flooding, storms, fire, structural repairs, freezing weather, subsidence, lighting, accidents etc. Household insurance should be in place to cover these typed of incidents.

If anything, specifically stated as being included in your agreement is also included under any other insurance or maintenance contract you hold, the repair will be the responsibility of your other insurer or maintenance provider. In the event of a joint responsibility with your other provider we will only ever be responsible for our fair share and to the extent of the obligations of the agreement.

8.5 Third party rights:

Nobody other than you will be able to benefit from your Service Plan, which cannot be passed to someone else.

9.0 Other exclusions:

We will not cover the following in the Service Plans:

- Changes or problems with the gas, electricity oil or water services causing damage or breakdown

repairs.

- Gaining access to your system or pipeline if it is not accessible, eg. concealed pipe work.
- Replacing any batteries in your system controls.
- Services where there is a significant health & safety issue such as infestations, hazardous material, harassment to our staff (verbal or physical), work will discontinue until issues are resolved.
- Replacing any fittings, fixtures, showers or sanitary ware
- Upgrades that you may want to have carried out for improvements.
- Replacing or repairing parts which are not necessary to the way it is working or for decorative purposes.
- Loss of or damage you may suffer to your systems if radio frequency allocations are subsequently altered by others that interfere with your system or its controls.
- Repairing or replacing flues or terminals that are not directly part of the appliance flue system.
- Oil tank and any external pipe work to oil tank.
- Removal of any asbestos needed to repair an appliance or system. If you have the asbestos removed, you must supply us a Clean Air Certificate by law before we carry out any work on the property.
- Any boilers not for domestic use or over 60kw
- Resetting controls (for example adjusting digital thermostats timings and settings).
- Gledhill water storage products / Water Tanks / Cylinders
- Cash alternatives instead of a service, maintenance

or repair.

- Repairing or replacing steel, lead or iron pipes (not applicable to your gas supply pipe from appliance to meter if covered in your agreement).
- Any issues related to either lime scale, sludge and other debris, if no protection is in place on your system i.e lime scale reducer and central heating filter.
- Supply of curved or special radiators (we will either replace with a standard radiator. or you can supply a new radiator and we will fit for you).

10. Complaints:

We endeavour to give you the best service we possibly can, but unfortunately sometimes things do go wrong. If this does unfortunately happen, you can make a full complaint by contacting:

hello@switchplumbingandheating.co.uk or call on 0191 511 1008

We will deal with your issue as best as we can and endeavour to get back to you within 2 working days upon receipt of your complaint.