

Essex Plumbers/Next Gen Heating – Service Contract

Please read this Contract and our terms and conditions carefully and contact us if you are unsure of anything. They form the basis of the contract between you and us and detail exactly what's included with your cover.

Inclusions/Exclusions

Included	Not included
<p>Standard Plan:</p> <ul style="list-style-type: none"> • Priority callout • Annual Boiler Service • No excess fee <p>Premium Plan:</p> <ul style="list-style-type: none"> • Priority callout • Annual Boiler Service • No excess fee • Boiler repairs • Heating Controls • Unlimited callouts • Labour and materials up to a maximum value of £450 <p>Platinum Plan:</p> <ul style="list-style-type: none"> • Priority callouts (Subject to availability) • Annual Boiler Service • No excess fee • Boiler repairs • Heating Controls • Unlimited callouts • Heating pipe work • Gas pipe work (excl screwed barrel, csst) • Heating pumps & motorised valves • Radiators, valves and TRV'S • Labour and materials up to a maximum value of £450 	<ul style="list-style-type: none"> • Please note that you will not be able to make a claim for the first 30 days of the initial term this is to keep your premiums low and to prevent fraudulent claims • Power flush of System(s) • Repair of any damage sustained to the System(s) due to sludge • Repair of any damage attributed to limescale build up • Any damage or errors incurred using an incorrect chemical cleanser and inhibitors • Internet enabled Smart heating controls • Underfloor heating (pipework or manifolds) • Repair or Servicing of any Potterton Powermax Boiler, Baxi gas adaptive combi, Warm Air Unit, Oil boiler, Thermal Store, and/or Back Boiler • Repair or servicing of any designer radiator, column or towel warmer/rail • Work outside office hours Mon-Fri, 8am to 6pm excluding public and bank holidays

Definitions

Essential Plan Definitions
1. Visual inspection of the boiler checking for part failures, imminent failures, condense migration and leaks
2. Test the functionality of safety devices and external controls checking safe operation
3. Cleaning of the boilers heat exchanger internals inspecting and cleaning the ancillary components.
4. A flue gas analysis test is included, checking flue integrity and safe operational parameters referenced to manufacturer's instructions
5. Check on heating system, condition report, bleeding radiators to ensure its working efficiently
6. You will receive a pdf report with pictures and description of all the work done on your boiler.

7. No Excess

Advanced Plan Definitions

1. Visual inspection of the boiler checking for part failures, imminent failures, condense migration and leaks
2. Test the functionality of safety devices and external controls checking safe operation
3. Cleaning of the boilers heat exchanger internals inspecting and cleaning the ancillary components.
4. A flue gas analysis test is included, checking flue integrity and safe operational parameters referenced to manufacturer's instructions
5. Check on heating system, condition report, bleeding radiators to ensure its working efficiently
6. You will receive a pdf report with pictures and description of all the work done on your boiler
7. No Excess

Boiler

1. Boiler repairs and breakdowns, includes everything contained within the boiler case only.
2. Boiler replacement cover, up to £350 if less than 7 years old and deemed beyond economical repair.
3. £150 towards the cost of a new boiler if more than 10 years old and deemed beyond economical repair.

Controls:

1. Central heating controls including non-internet enabled thermostats, hardwired programmers, wireless programmable thermostats

Premium Plan Definitions

1. Visual inspection of the boiler checking for part failures, imminent failures, condense migration and leaks
2. Test the functionality of safety devices and external controls checking safe operation
3. Cleaning of the boilers heat exchanger internals inspecting and cleaning the ancillary components
4. A flue gas analysis test is included, checking flue integrity and safe operational parameters referenced to manufacturer's instructions
5. Check on heating system, condition report, bleeding radiators to ensure its working efficiently
6. You will receive a pdf report with pictures and description of all the work done on your boiler
7. No Excess

Boiler:

1. Boiler repairs and breakdowns, includes everything contained within the boiler case only, plus up to 1m flue.
2. Boiler replacement cover, up to £350 if less than 7 years old and deemed beyond economical repair.
3. £150 towards the cost of a new boiler if more than 10 years old and deemed beyond economical repair.

Controls:

1. Central heating controls including non-internet enabled thermostats, hardwired programmers, wireless programmable thermostats
2. 15-50/60 with a 130mm face to face domestic central heating pumps
3. Standard domestic motorised 2 port and mid position valves
Heating System:
1. Standard white panel radiators, angled white radiator valves and standard white thermostatic radiator valves.
2. Repairs to copper and plastic central heating system pipework within the property.
3. Filling loops and gauges.
4. External expansion vessels up to and inc 24litre
5. External pressure relief valves.
6. Copper Gas pipework

This Contract is subject to our terms and conditions overleaf, which list further inclusions and exclusions. Extra copies are available on request. By signing this Contract, you are stating that you have read, and agree to, our terms and conditions.

Essex Plumbers / Next Gen Heating – Service and Maintenance Terms and Conditions

These are the standard Terms and Conditions which apply to all Service Contracts entered into with us, Next Gen Heating and plumbing Ltd, a company registered in England and Wales under number 13787918, 8 Coombe Rise, Chelmsford, Essex, CM1 7DF (referred to as “the Company/we/us/our”).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Consumer**” is as defined in the Consumer Rights Act 2015.

“**Customer/you/your**” means you, the Consumer or business entering into the Contract with us. Where an individual is entering into the Contract on behalf of a business, the individual confirms they have the authority to do so and to contractually bind that business and the business will be our customer in the context of the Contract;

“**Party/Parties**” means customer as in you and us as in Next Gen Heating and Plumbing Ltd.

“**Equipment**” means the boiler and/or central heating system and/or plumbing system to be serviced by us as listed in the Contract in addition to new or replacement equipment or parts supplied by us in our provision of the Services.

“**First service**” means our visit to you after you first enter into a Contract with us to check and confirm whether we can cover you.

“**Property**” means the building, including any attached garage or conservatory, where the Services are to be carried out.

“**Repair**” means our act(s) to fix your Equipment following a fault or breakdown.

“**Replace**” means us replacing your Equipment or parts with a standard alternative. We will provide replacements with similar functionality but not necessarily an identical make, model or type of fitting.

“**Services**” means the services to be provided by us to you as detailed in clause 3 below; and “**Service Fee**” means the fixed sum to be paid by you to us for the Services, in accordance with the Contract. “**Simply Collect Ltd**” means the name of the company who processes the payments on our behalf. They are not involved in the service being provided. You can contact them on 0330 223 3152 – simplycollect.co.uk

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing” and “written” includes emails and text messages.

1.2.2 “Contract” and “Service Contract” refers to the contract entered into between you and us which incorporates and is subject to these Terms and Conditions.

1.2.3 “Terms and Conditions” refers to these Terms & Conditions as may be amended or supplemented at the relevant time.

1.2.4 any reference to “working days” means Monday to Friday, 8.00am – 6.00pm, excluding public and bank holidays.

1.2.5 a statute or a provision of a statute is a reference to that statute or provision as amended or reenacted at the relevant time; and

1.2.6 a clause refers to a clause of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 Words imparting the singular number shall include the plural and vice versa.

2. **The Contract**

2.1 The Contract will begin on the start date specified in the Contract and will continue for an initial 12-month term. After the initial term, the Contract will be automatically renewed and will continue on a rolling monthly or annual basis unless it is terminated in accordance with clauses 8 or 9 below.

2.2 You are responsible for the accuracy of any information submitted to us and for ensuring that the Contract reflects your requirements. The Contract is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which may affect the Services, we reserve the right to make adjustments to it.

2.3 The Contract will set out the type of package as agreed between the parties for the Services. Please inform us if you wish to change the type of package as set out in the Contract.

2.4 After the expiry of the initial term, we reserve the right to adjust our Service Fee and will notify you of the change in price in advance of it taking effect.

2.5 If any Property or Equipment changes during the minimum term, or any subsequent term, please notify us as soon as possible. The required changes will be added to the Contract at our discretion and if we accept this, we will issue the amended Contract to you with notification of any revised Service Fee and payment terms. Unless otherwise agreed by us, the Contract will not be deemed automatically to cover

any additional Equipment that you may purchase (from us or a third party) during the term of the Contract.

2.6 If you move to a new Property, you will need to tell us as soon as possible. We may start a new Contract, transfer your current Contract to your new address or cancel it, at our discretion, and cannot be held responsible for any costs or delays incurred as a result.

3. The Services

3.1 Our normal working hours are Monday – Friday, 8am to 6pm (excluding public and bank holidays). Unless otherwise agreed, Services required outside of these times will incur additional costs.

3.2 The Services we will be carrying out are as detailed in the Contract, which lists all the Services we will include and exclude. We may agree, at our sole discretion, to provide additional services for which will be chargeable at our standard rate notified to you at the time of your request.

3.3 We will provide our Services in a timely manner and in accordance with prevailing best practices in the industry.

3.4 Please note that you will not be able to make a claim for the first 30 days of the initial term unless otherwise agreed by us.

3.5 We will endeavour to attend within a reasonable time of your notification to us of any issue with the Equipment. We reserve the right to charge for the site visit if our technician discovers an issue to be caused by anything other than a fault with the Equipment, including, but not limited to, a fault caused by you.

3.6 We shall be entitled to charge for unscheduled site visits at our standard rate as notified to you at the time, where they are required as a result of:

3.6.1 failure by you to conduct general maintenance of the Equipment as advised by us or the Manufacturer.

3.6.2 where a fault has been incurred due to the failure of the water and/or power supply on the premises.

3.6.3 misuse of or interference with the Equipment by you; and

3.6.4 where no fault with the Equipment exists, and the visit could be deemed as lost or wasted time.

3.7 At the First service, our engineer will check that your boiler is on our approved list, estimate its age and check that your Equipment does not have any preexisting faults. If we find it is not on the approved list or it has a pre-existing fault, we will either tell you what needs to be done to fix it and how much this will

cost, offer you a different Contract or cancel your Contract.

3.8 We do not include cover for any pre-existing faults or design faults from when your Equipment was installed or added to your Contract that we have previously told you about and you have not fixed, or that we could not reasonably have been expected to know about.

3.9 From time to time, your Equipment may need permanent repairs, improvements or system flushes that are not covered by your Contract to keep working safely and efficiently. We will quote for these separately and if you do not wish to go ahead with the quote, then that Equipment will be removed from the Contract.

3.10 Please note that we do not carry parts for all situations and although we will endeavour to carry out repairs during any call-out, this may not be possible. If this is the case, the issue will be left in a safe manner.

3.11 If, in our reasonable opinion, we consider that any Equipment cannot be repaired economically or any Equipment or parts become obsolete and we notify you accordingly, we will:

3.11.1 offer a discounted rate to you for the purchase of a new boiler (if applicable); and/or

3.11.2 not be required to carry out any Services in relation to that Equipment, and it will be deemed to be no longer listed in the Contract.

3.12 We cannot be held responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your Equipment breaking or failing (e.g. damage caused by water leaks), unless we caused it.

3.13 When your annual service is due, we will contact you to arrange it. If we do not receive a response, we will not make another attempt, but you can contact us at any time to arrange your annual service.

3.14 If we Replace any Equipment, the replacement we provide will have similar functionality but not necessarily the same features or an identical make and model or type of fitting. Alternatively, we can use a replacement part that you have bought yourself, if we have first approved it, subject to clause 3.16 below.

3.15 Where Equipment or parts have been supplied by us, we will provide a guarantee, which will be limited to the extent of the guarantee provided to us by the manufacturer's guarantee or warranty (if any). This is subject to payment having been received by us in accordance with clause 4.

3.16 Where Equipment or parts have been supplied by you, we accept no responsibility for them or for any faults in them. If we are delayed in carrying

out our Services because of such Equipment or parts (if, for example, their delivery is delayed), we reserve the right to charge for costs incurred by us as a result. Any return visits required due to faults in any Equipment or parts supplied by you will be chargeable.

3.17 Unless otherwise agreed, the Contract shall not cover: 3.17.1 any damage you or anyone other than us has caused. We may quote for the Repair or cancel your Contract.

3.17.2 the Repair or Replacement of any Equipment or parts that have been deliberately damaged or misused. We will use our expert judgement to determine how the damage was done.

3.17.3 Repairs or Replacement for minor cosmetic damage that does not stop your Equipment from working properly or make it unsafe, e.g. cosmetic scratches.

3.17.4 any damage that is caused by changes in, or problems with, the supply of your gas, water or electricity. This includes, but is not limited to, parts needing to be replaced due to poor water conditioning.

3.17.5 repairing or replacing any damage caused by extreme weather, flooding, structural issues, fire, explosions, or any other damage that would normally be covered by household insurance.

3.17.6 accommodation, expenses or any costs if you need to leave your property as a result of Equipment faults; and

3.17.7 improvements or upgrades, for example replacing working radiators or swapping radiator valves for thermostatic ones.

4. Fees and Payment

4.1 The Service Fee is payable in accordance with the payment terms set out in the Contract. You may be required to sign up to Simply Collect Ltd or set up a direct debit with us in order to pay the Service Fee.

4.2 We also reserve the right to charge an administration/set up fee prior to the Contract starting and will specify the amount in the Contract.

4.3 We will quote for any additional Services you ask us to carry out that are not included in your Contract, and these will need to be accepted by you in writing before we will go ahead with the works. These extra Services may be subject to different terms and conditions, but we will advise in our quotation if that is the case.

4.4 Time for payment shall be of the essence of the Contract. If you fail to make any payment to us by the due date then, without prejudice to any other rights which we may have, we shall have the right to

recover the Equipment and charge interest from the due date until payment is made in full, both before and after judgment, at the rate of 8% per month, as well as charge to you all reasonable legal fees incurred by our attempts to recover the outstanding debt.

4.5 For a payment that is not made on time and not paid via Direct Debit a late payment fee maybe collected by Simply Collect in addition to your monthly subscription.

5. Your Responsibilities:

5.1 You agree to:

5.1.1. provide us with any information, advice and assistance relating to the Services as we may reasonably require within sufficient time to enable us to perform the Services in accordance with the Contract.

5.1.2. provide us with access to such areas of the Property and the Equipment as we require in order to provide the Services. If you are not at the Property when our engineer visits, you must make sure that there is someone else present who can give instructions on your behalf.

5.1.3. ensure all Equipment is used in an appropriate manner and, where relevant, in accordance with any and all guidelines and instructions issued by us and the manufacturer.

5.1.4. where your Equipment is covered by a thirdparty warranty, ensure that any Services we provide do not affect that warranty. We cannot be held liable for any losses incurred as a result of your failure to do so; and

5.1.5. take all reasonable precautions to protect the health and safety of our employees, agents and sub-contractors while on your property.

5.2 Please note if we are unable to gain access to the Property or the Equipment in accordance with clause 5.1.2, this will be considered an aborted visit, and we will charge for this at our standard rate in place at the time. It will be your responsibility to rearrange our visit.

5.3 If you fail to meet any of the provisions of this clause 5, then without limiting our other rights or remedies, we will:

5.3.1 have the right to abort or cancel any visit, and otherwise suspend the Services until you rectify the issue.

5.3.2 not be held liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay in performing any of our obligations as a result; and

- 5.3.3 be entitled to claim for any costs or losses incurred by us arising directly or indirectly from your default.

6. Liability

6.1 Subject to this clause 6, we will be responsible for any foreseeable loss or damage that you may suffer as a direct result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.

6.2 We accept no liability in respect of the following:

6.2.1 damage due to causes beyond our control including, but not limited to, any force majeure event.

6.2.2 loss or damage to the works carried out by us, where this is caused by you, or any third party not authorised by us;

6.2.3 damage or deterioration arising out of normal wear and tear.

6.3 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

6.4 We will maintain suitable and valid insurance, including public liability insurance. Details are available on request.

6.5 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

6.6 We are not responsible for any pre-existing faults or damage in or to your property that we may discover while providing the Services.

6.7 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

7. Cooling Off Period – Consumers Only

7.1 If you are a Consumer, you have a statutory right to a "cooling off" period. This period begins once the Contract between you and us is formed and ends at the end of 14 calendar days after that date. If you wish to cancel the Contract within the cooling off period, you should inform us immediately by post or email. To meet the cancellation deadline, it is sufficient for you to send your cancellation notice before the cancellation period has expired. If you do so, we will refund any sums paid to us under the Contract within 14 days, using the same method you

used to make payment, unless you request otherwise.

7.2 If you wish for us to start the Services within the cooling off period, you must make an express request for us to do so. You acknowledge and agree that if you do so, you will lose your right to cancel once our Services have been performed within the 14-day cooling off period.

7.3 After the expiry of the cooling off period set out in clause 7.1, or if you choose to waive your right to this, as set out in clause 7.2, you may terminate the Contract in accordance with Clause 8 on the basis that you agree to indemnify us in full against all loss (including loss of profit), costs (including all labour and materials used), restocking, charges and expenses incurred by us as a result.

8. Termination

8.1 Following the 14-day cooling off period, either party can terminate this agreement at any time by providing 30 days written notice to the other.

8.2 We will be entitled to terminate your Contract with immediate notice in the event that:

8.2.1 you give us false information.

8.2.2 your Equipment is not on our approved list, or we cannot source parts for it;

8.2.3 we find a pre-existing fault during the First Service, or anything else which may prevent us from carrying out the Services.

8.2.4 you fail to allow us access to the Property on more than one occasion.

8.2.5 our advice, repairs and improvements are consistently not undertaken.

8.2.6 you fail to pay the Service Fee to us by the due date.

8.2.7 you are abusive towards our staff.

8.2.8 your property is unfit or unsafe to work in; or

8.2.9 you demand services which do not form part of the Services, and which are not covered by the Contract.

8.3 Either you or we can terminate the Contract by contacting the other party in writing if the other party: 8.3.1 commits a material breach the Contract in any way and fails or refuses to do remedy the breach within 14 days after receiving notice in writing requesting that party to do so.

8.3.2 goes into bankruptcy or liquidation either voluntary or compulsory or if a receiver is appointed in respect of the whole or any part of its assets.

8.4 In the event of termination:

8.4.1 all payments due under this Contract shall become due and immediately payable. In respect of any part of the Hire Term or any extended term for which no invoice has been

submitted, we shall be entitled to submit an invoice, which shall become due and immediately payable; and

8.4.2 any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract shall survive termination on a pro-rata basis.

9. Events Outside of Our Control (Force Majeure)

9.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, fire, flood, storm, earthquake, subsidence, acts of terrorism or war (threatened or actual), natural disaster, or any other event beyond our reasonable control.

10. How We Use Your Personal Information: All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018, the UK General Data Protection Regulation, and any subsequent amendments to them. For further information, please refer to our privacy policy, available on request.

11. Other Important Terms

11.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

11.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.

11.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

11.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.

11.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

12. Governing Law and Jurisdiction: These Terms and Conditions and the Contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.