

# Terms & Conditions

## A Warmer Home Care Plan range

We aim to provide a safe and quality service to repair and maintain your central heating system/appliances. Should you have any issues regarding your agreement please contact us.

### What your agreement includes

One annual service in every year of the agreement except for newly installed boilers.

Parts and labour for any repairs, no limit to call outs.

Priority service.

365 days a year.

Advice from engineers wherever appropriate.

### Servicing

An annual service of your central heating boiler including any service items required. Servicing arranged at mutually convenient agreed times. All servicing will be carried out by A Warmer Home service engineers.

### First Service – Inspection

We will inspect your central heating/gas appliances to make sure that they are safe and in good working order. Check that parts are available for any repairs that may be needed during the period. The service is normally carried out at the same time annually. If during the inspection the central heating/appliance are not suitable for Care Plan we can offer you servicing and repairs on a time and material basis only.

### Breakdown & Repairs

Breakdowns will be treated and carried out on a priority basis. If parts are required and are available from stock they will be fitted immediately. Should parts need to be ordered, they will be fitted as soon as they become available. If the parts are unavailable/obsolete we will advise you on an alternative option and should it become necessary to replace the boiler you will be entitled to a Care Plan discount the availability and amount of this discount is at the discretion of A Warmer Home.

### Landlords

Care Plan Pro and Care Plan + provide a landlords certificate at no extra cost A Warmer Home can at their discretion choose to charge for landlord certificates at any point. By law, landlords must have their gas appliances in their properties safety checked every twelve months and must hold the record as proof. Landlords are obliged to keep any appliance owned by them maintained. Gas appliances normally require annual servicing. Care Plan Pro and Care Plan+ will meet these criteria. A separate Care Plan Pro or Care Plan+ agreement must be arranged for each of your properties and must meet the inspection standards required.

### Additional Appliances

We will carry out servicing of additional appliances at the same time as the central heating annual service for a discounted price at the discretion of A Warmer Home, please ask for details.

### What is not included

Removal of sludge from the boiler or system.

Repairing or replacing flues that are not part of the boiler.

Repairing or replacing parts to under floor heating.

Hot and cold water supplies.

Taps and tap washers.

Ball valves not associated to the central heating.

Pressurised hot water cylinders will not be covered for corrosion/internal leaks or will-full damage.

This list is not exhaustive.

### **Force Majeure**

This term relates to the law of insurance and is frequently used to protect the parties in the event that a segment of the contract cannot be performed due to causes that are outside the control of the parties, such as natural disasters or adverse weather conditions that could not be evaded through the exercise of due care.

### **Consequential loss**

Unless we are responsible for it, we will not include loss or damage to the property (including cleaning) caused by the appliance, boiler or system breaking down or leaking (carpet damage). If we have to dig on your property we will fill in any holes and leave the surface level but we will not necessarily replace the original surface. Any decoration after the work will be your responsibility. We will not include the cost of repairs or damage caused by frost, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm, this is not an exhaustive list (this is normally covered by your household insurance – please check).

### **Exclusions**

Design or existing faults. We will not include the cost of repairs needed because of design faults or faults that were there before the agreement and could not be identified on the first visit. We will include the cost of repairs relating to damage caused by you or someone else no matter what the source. Improvements including work that is needed to bring your system up to current standards e.g. Ventilation that does not meet current standards. Replacing parts that do not affect how the system or appliance works. We do not replace cosmetic parts. We do not remove asbestos associated with repairing the appliance or system. Cash alternatives for repairs or maintenance. Repairing any damage caused to decoration during repairs (except where negligence is proven) Replacing any lead or steel pipes. Replacing any copper pipes buried in concrete. Repairs to heat exchangers due to build up of sludge in the system.

### **Start Date**

Your contract starts when we process your application. Payments will occur monthly or in the case of Care Plan Pro annually in advance.

### **Period of agreement**

The agreement will run on a single payment for one year. If paid by standing order or direct credit the agreement runs until you tell us that you wish to cancel any overpayment will receive no refund of premiums paid. You may cancel at any time orally or in writing. If the agreement is cancelled within the first six months you may be charged for any repairs that may have been carried out.

### **Moving Home**

If you move home, it is possible to transfer your Care Plan agreement to your new property but will be subject to an acceptable inspection A Warmer Home reserve the right not to include a central heating system on the Care Plan range.

### **Gaining Access**

We will inform you when your service is due, it is your responsibility to arrange appointments and let us into your property. If we are unable to gain access we will be unable to carry out any necessary work. Should this happen and we cannot gain access, the Care Plan agreement will continue. We will inform you if the annual service has not been carried out.

### **Cancellation**

We may cancel your agreement:

If you have provided false information. If you do not make agreed payments. We find something wrong at the first inspection and we have informed you that repairs are required but you have not carried them out. If parts to repair the appliance are no longer available. If circumstances arise which make it inappropriate for the contract to continue for example a conflict of interest. We reserve the right at your annual renewal for any of the Care Plan range cancel the agreement due to fair usage which the fair usage is deemed fair by A Warmer home. A Warmer Home reserve the right to increase the policy amount to cover unforeseen costs and/or include exclusions which we are unable or unwilling to cover under the Care Plan range we will write to you within fourteen days to inform you of these changes at which point you can continue with the Care Plan agreement or alternatively cancel the agreement however you will still potentially be liable for any outstanding costs.

If we cancel your agreement at first service/inspection you will receive a full refund of any money paid minus any reasonable costs deemed reasonable by A Warmer Home. If the agreement is cancelled during the first year we may take into account any work carried out and we may invoice you for any balance due. You may cancel within the first seven days with a full refund providing the service has not been carried out, if the service has been completed you will be charged for the full amount. If you decide to cancel Care Plan Pro after the cancellation period there is no refund you are deemed to have paid for a complete year of cover in advance, Care Plan Pro remains transferable to another property providing an adequate inspection is completed and A Warmer Home are prepared to accept the property on the Care Plan agreement at the same terms.

### **Safety advice**

We may advise on repairs or improvements that will make your system/appliance work safe.

### **Our responsibility**

We will meet our responsibilities under your Care Plan agreement within reasonable time unless it is impossible because of circumstances beyond our control the list is not exhaustive.

### **Change of agreement**

A Warmer Home reserves the complete right to change any of the Care Plan range of terms and conditions at any time including discontinuing the Care Plan. We will inform you of any changes within fourteen days of the change you will have the right to cancel the agreement orally or in writing however you may be invoiced for any works that had been completed within the first six months of the agreement and you will be entitled to a full refund for that annual period minus any administrative costs incurred by A Warmer Home that are deemed appropriate by A Warmer Home only. There is no refund for Care Plan Pro as it is deemed you have paid for the cover in advance but remains transferable to another property providing acceptance for the new property is completed and deemed acceptable by A Warmer Home.

**Guarantees**

Any guarantees do not affect your legal rights under the Sale of Goods Act 1979 and the Supply of Goods Act 1982.

**Appointment times**

You can choose the time that suites you, Monday to Friday for servicing and planned repairs a.m.  
Appointment – 8a.m until 1p.m. P.M appointment – 12 noon until 5 p.m.

**Care Plan 24 hours a day, 365 days a year.**