

Bluewater Plumbing Comfort Club Terms & Conditions

These Terms and Conditions are a legal document that will bind us both.

About these Terms and Conditions:

Section 1 sets out the definitions used throughout these Terms and Conditions.

Section 2 relates to service Plans.

Section 3 relates only to Plans which include monitoring of your filter.

Section 4 applies generally.

Section 1 - Definitions

- a. 'Call-Out Fees' means the per incident fees payable in respect of any callouts which are not expressly included in your Plan description. These fees are payable in addition to the monthly fee for the Plan(s) shown in the documentation.
- b. 'Fees' means the fees payable to us by you for the provision of the Comfort Club Plans (including Call-Out Fees) or under a Quote.
- c. 'Plan(s)' means the Comfort Club service plan(s), described in the documents which you have made a successful application to become a member of, we have confirmed to you in writing has commenced, and which has not been terminated.
- d. 'Quote' means any quote which we issue to you and you accept, for products and services outside of those included in a Plan, as well as any changes to that Quote which we and you agree or confirm in writing or by email.
- e. 'Us', 'we' and 'our' refers to the heating installation and repair company from whom you receive your Plan documents.
- f. 'Works' means any installation, repair or servicing works carried out by us further to a Quote.
- g. 'You' and 'your' refers to you, the person whose application to join one or more of the Plan(s) has been accepted by us.

Section 2 – Conditions applicable to Comfort Club Plans

1) Care Plan Eligibility

- a. Your application for a Plan which includes servicing will only be accepted if:
 - i) you have a domestic (up to 70Kw) condensing gas central heating boiler.
 - ii) you live in the area we cover (please contact us for details).
 - iii) you are aged 18 or over, and are the owner or owner-occupier of the property you want us to cover.
 - iv) the property in question has 5 or fewer bedrooms.

b. At our discretion, we can provide a bespoke quote for your Plan(s) if your property has more than 5 bedrooms. We reserve the right to quote a higher price than the Fees shown in the Comfort Club Plan document in such cases, and in any other situation where the heating system in your property will make it more difficult or expensive for us to service and/or maintain your products.

c. We reserve the right to refuse any application for a Plan without giving a reason. Your Plan(s) will only commence, and a binding contract will only be created between us, once we confirm in writing to you that you have been accepted onto the Plan. If we are unable to accept your application then, unless we have already carried out a service of any of your products, we will refund any payments made by you in respect of the Plan.

d. Any Plan is specific to the boiler installed in the property at the commencement of the Plan. If your boiler is changed during a Plan (other than by us) you must immediately inform us and we may, at our sole discretion, either amend or cancel the Plan.

e. Our Plan(s) are designed for owned properties only and will automatically terminate on the date you sell your property. In this case, both your and our obligations under the Plan(s) will cease and you will not be entitled to a refund of any of the Fees you have already paid. If you have called us out during the current Plan term, you will need to pay for the rest of the year in full or transfer your plan to your new property if we cover your area. **IF YOU ARE IN THE PROCESS OF MOVING HOUSE PLEASE CONTACT US TO LET US KNOW AS WE MAY BE ABLE TO TRANSFER YOUR PLAN TO YOUR NEW HOUSE.**

2) Inclusions and Exclusions

a. A list of what is and is not included in each Plan is set out in the Comfort Club Plan descriptions.

b. The Plan enables you to spread the cost of servicing your boiler and controls over a 12 month period. If you cancel your Plan prior to your next service we will not refund you any monies that you have paid up to that point. Please see paragraph 5 below for more details.

c. Each year we will contact you when the annual service is due to arrange to visit your property and perform an annual service on your boiler and controls, to ensure that it is working efficiently. In the event that you do not hear anything within this time period, you can also arrange it by calling us. Please note, it is your responsibility to arrange for your boiler and controls to be serviced and we will not be liable to you for any refunds if you fail to do so. The annual service will be carried out to statutory requirements and, where available, in accordance with the manufacturer's recommendations. Subsequent annual services will be carried out on or around the anniversary of the preceding annual service.

d. In addition to the exclusions contained within the description of each Plan, the following exclusions apply to all Plans:

i) any repairs and replacement parts required;

ii) removal of products of corrosion from within the system; and/or the clearing or repairing of filters or the addition of chemicals or inhibitor, unless expressly included in your Plan description;

iii) any adjustment of time and temperature controls, bleeding radiators or pressurising sealed systems and relighting pilot lights;

iv) data loss or corruption, installing, modifying and upgrading software, the resolution of any software interface problems;

v) visits outside of normal working hours, being 8am to 5 pm Monday to Friday, excluding bank holidays.

e. If you need work or repairs carrying out that are not covered by your Plan(s), we will provide a Quote for parts and labour. There is no obligation to ask us to proceed but if you do, all charges will have to be paid in accordance with the terms of the Quote, and separately and in addition to any charges you pay for your Plan.

3) Limitations of Cover

a. Despite regular servicing, products sometimes fail, and this can damage other items in your property. We cannot cover the cost of repairing or replacing these items unless the products covered by your Plan(s) failed because we did not service them properly.

b. If there is any delay in payment of the Fees, we will be entitled to suspend any Plan(s) (without penalty) until such time as payment is made.

c. We may terminate your Plan(s) at any time, without liability, by giving you notice in writing, if you threaten or abuse, or allow any other person to threaten or abuse, any of our staff or sub-contractors in any way – either verbally or physically – or behave in any other unreasonable manner towards our team. We will not refund you any monies that you have paid in respect of your Plan up to that point.

4) Call-Out Fees

a. Call-Out Fees are 'per incident'. Accordingly, if we need (or you ask us to carry out) Works which are unrelated to those we were called out to deal with, we reserve the right to charge a second Call-Out Fee. We may also have to schedule a repeat visit to deal with the unrelated Works if they are not urgent.

b. If we are unable to gain access to the relevant part of your property at the time we have previously agreed with you, or if we reasonably consider that it would be unsafe for us to do so, any Call-Out Fee for that visit will still be payable and we will be entitled to charge a second Call-Out Fee for any re-arranged visit.

5) Termination

a. If You cancel your Plan no refunds will be payable by us, except where cancellations are made under paragraph 5b below. To cancel, please either email us or write to us at the address set out in your Plan documents. A cancellation form can be found at the end of this document.

b. Please note, if you cancel your Plan within a 12 month period during which we have provided products and/or services under the Plan, we reserve the right to recover from you any cost of such products and services not covered by your payments under the Plan. If you cancel your Plan prior to your next service then we will not provide the service under the plan and any work that you

subsequently ask us to do, including any servicing, will be considered as extra Works for which we will prepare a Quote.

b. If you cancel any Plan within the first 14 days from its commencement then, provided you haven't called us out to do any work under it and we haven't undertaken a boiler or appliance service, we will refund in full all sums paid by you under that plan.

c. We will give you at least 7 days' notice of our intentions to make changes to your Plan(s) including your Plan Fees. If you do not accept the changes then you may cancel your Plan.

Section 4 – General Conditions

1) Obligations regarding Works

a. We will use all reasonable endeavours to carry out Works and to attend your premises in accordance with any time schedule or response times set out or agreed with you. However, unforeseeable circumstances (e.g. extreme weather conditions or the unavailability of spare parts) may cause delays for which we cannot be held responsible and so no warranties can be given regarding time frames.

b. We will use all reasonable care and skill in providing Works. Further, we will provide you with reasonable assistance in making valid claims under any warranty provided by the manufacturers of products we supply to you in the course of providing Works.

c. In providing a Quote, we may have had to make certain assumptions regarding the nature of any existing structures and their finishes; the route and state of repair of existing pipes, fixtures and wiring; the availability of materials and the absence of plaster finishes (in new builds or extensions) on walls and ceilings across which pipes are to be laid etc. To avoid making such assumptions, some detailed survey works and enquiries may otherwise have been required, which would have delayed and increased the cost of Works. In the circumstances, whilst the assumptions made will be based upon experience and good industry practice, it may become necessary to suggest changes to Works as their provision progresses to take account of any discrepancies between the assumptions initially made and the actual conditions found. These will be dealt with in accordance with paragraph d below.

d. Where we have unproductive days or carry out additional work because:

i) one or more of the assumptions made under paragraph c above proves to be false, or

ii) the provision of Works is delayed or changed at your request; or

iii) you do not comply with one or more of your obligations under these terms and conditions,

then we will discuss with you the impact of these changes upon the Quote, and any previously agreed timescales. If we are unable to reach agreement with you upon these changes within 7 days, however, then we will cease work and charge you the Fees for the work that we have actually carried out. Once we have received payment of those adjusted Fees, our obligations in respect of the Works will then be regarded as discharged.

e. Unless, where available, you have entered into an agreement to finance Works (see separate terms and conditions), the Fees are due and payable within 7 days from the date of each invoice, which shall

be delivered in accordance with the Quote, or (where appropriate) within 21 days of a failure to reach agreement in relation to any additional works.

f. Where you are supplying products, fittings or other materials for our use in carrying out Works, then:

- i) they must comply with all relevant British Standards; and
- ii) they must be suitable for the environment (e.g. where water vapour will be present) and appropriate to the physical constraints relevant to the installation (e.g. size and weight in relation to the load-bearing structures); and
- iii) you must make sure that they are available and ready to use when required.

2) Carrying Out Works

a. A contract for us to carry out the Works only comes into force when you have paid any deposit referred to in the Quote.

b. You must ensure that, from the date we have agreed to begin the Works until they have been completed, we have unimpeded, safe access to the site where we are to carry out the Works at all appropriate times.

c. If we need to access pipes or wires behind built-in units or appliances, we might ask you to arrange for these to be removed before we start work and replaced when we finish. This removal and replacement will be at your own cost and risk.

d. If we need to access pipes or wires buried inside a wall, we will make all reasonable efforts to limit mess, making good of the surface be at your own cost.

e. If we need to access pipes or wires which are under a floor, we will re-lay any disturbed floorboards but we will not arrange or pay for the re-laying of your carpets or other floor-coverings, or for replacing them if we cannot lift them without damaging them.

f. If we are called out to a problem with your heating that is caused by sludge, scale or debris, the repair will be chargeable. We will also recommend that you have your system flushed out to prevent future problems. We will give you a quote to do this according to the size and type of central heating system.

3) Boiler Parts, Heating Controls, Radiators and Radiator Valves

a. We will supply all boiler parts, new and refurbished apart from the boiler main heat exchanger.

b. We will install any faulty heating control already fitted on your system but the supply will be an additional cost and invoiced separately. Heating controls include motorised valves, thermostats, programmers and circulation pumps used in the operation and control of your central heating, but not your domestic water.

c. If a radiator or radiator valve is required to be replaced, we will contribute £99 inclusive of vat per radiator and £25 inclusive of vat per radiator valve

4) Stopping (Temporarily or Permanently) the Works

- a. We will be entitled to cease Works immediately if we discover asbestos, infestation or any other health or safety risk at your property and will not be obliged to re-commence the Works until we are reasonably satisfied that it is safe for us to do so.
- b. Where Works require us to disconnect the power supply to some or part of your property for a period of time, we will try to give you notice of the disconnection. It will then be your responsibility to ensure that all computer and other sensitive equipment is properly shut down prior to the disconnection, to avoid any damage or loss of data. We will not be responsible for any losses incurred as a result of a planned disconnection where we have made reasonable endeavours to give you notice.
- c. When we carry out any Works, we may recommend that additional work is carried out to improve the performance of your systems, reduce the risk of future malfunctions or ensure continued compliance with current safety regulations. These additional works are not compulsory. However, the safety regulations applying to the use of gas appliances do change quite regularly and we are obliged to implement them. Accordingly, if you choose not to follow our recommendations and we reasonably believe that any of your products are unsafe, we may be required to disconnect them (with your approval), or notify the National Grid, for your own safety.
- d. If there is any delay in payment of the Fees, we will be entitled to withhold providing any remaining Works (without penalty) until such time as payment is made.
- e. We may terminate all Works at any time, without liability, by giving you notice in writing, if you threaten or abuse, or allow any other person to threaten or abuse, any of our staff or sub-contractors in any way – either verbally or physically – or behave in any other unreasonable manner towards our team.
- f. If you are a consumer (i.e. not a landlord), you have the right to cancel Works under a Quote within 14 days of accepting the Quote without giving any reason as long as no work has been started. To exercise the right to cancel please either email us or write to us at the address set out in your Plan or Quote documents. A cancellation form can be found at the end of this document.
- g. If you wish to complain or you are unhappy with the service provided, please contact our customer services team.

5) Data Protection

- a. We will collect the following information about you and your product/s:
 - i) your name, contact details, and the address of your property.
 - ii) payment information provided by you in connection with payment of Fees.
 - iii) details of your Plans and Quotes, details of payments to and from you, and details of visits made and Works planned or completed.
 - iv) any problems you report.
- b. We use this information to:
 - i) provide you with the product/s and/or services as detailed in your Plan(s) and in any Quote(s), and to take payment of Fees.

ii) administer and improve our business.

iii) let you know about any ways in which we can improve the service you receive from us.

iv) tell you about any offers, products or services which may be of interest to you. We may contact you by post, telephone, email and/or other electronic messaging services. To change your marketing preference let us know by emailing or writing to us.

c. By applying for a Plan you agree that we may use your data in the manner described above.

d. All use of your data will be in accordance with the most recent data protection legislation and we will not use your data in any other manner or for any other purpose than as described above.

e. You have the right to ask us for a copy of the personal information we hold about you; to update or correct your personal information to keep it accurate; to object to us processing your personal information – in which case we will either agree to stop processing or explain why we're unable to; and, where we rely on your consent, withdraw that consent at any time.

6) Risk and Limitations on Liability

a. You bear the risk in any materials delivered to you in relation to the provision of the Works and so you are advised to take appropriate precautions to prevent any loss or damage of them. However, we will retain ownership of those materials until all payments due to us in respect of them have been paid in full.

b. We will not be liable for any consequential or indirect losses You suffer. This includes necessary damage caused to decorations during Works, as well as any loss or damage you suffer (for example due to water leaks) resulting from any fault in your system or products that we have not caused.

c. Further, (to the extent permitted by English law, and not beyond,) our total liability to you for negligence or breach of contract is limited to a sum equivalent to the Fees.

d. For the avoidance of doubt, this paragraph 5 is not intended to exclude or limit our liability for death or personal injury caused by our negligence and nothing in these Terms affects your statutory rights as a consumer.

7) General

a. These Terms and Conditions, together (as applicable) with the Plan(s) or the Quote, represent the entire agreement between you and us and replace any prior written or verbal agreements. Any amendments to the agreement must be agreed in writing by both you and us.

b. The Plan is a contract between us that is personal to you. You cannot transfer your rights under the Plan to anyone else without our consent. We can transfer our obligations under the plan to any third-party.

c. No waiver of any of our rights will be binding unless that waiver is given in writing. Neither will any waiver granted by us prevent the exercise of any other right(s) we may have against you for subsequent breach of the same or a different provision.

d. If any provision of these Terms and Conditions is legally incapable of being enforced, it will automatically be replaced by an alternative provision that achieves, so far as is practical, the objectives of the original provision.

e. These Terms and Conditions will be interpreted in accordance with English Law and disputes arising out of them will be non-exclusively subject to the jurisdiction of the English Courts. These Terms and Conditions are a legal document that will bind us both. We've tried to make them both clear and fair, but if there is anything you don't understand or are unsure about, please discuss it with us before applying for a Plan or requesting a Quote.

f. Any parking costs and permits required will be your responsibility. Failure to supply parking or a parking permit may result in the required works not being completed and another call out fee will apply.

Standard Cancellation Form Pro Forma

I/We hereby give notice that I/we cancel my/our Plan/Quote for the following goods and/or for the supply of the following service. Description of order:

Ordered on/received on:

Name of customer/s:

Address of customer/s:

Signature of customer/s (only required if notified on paper):

_____ *Date:* _____