Care Plan Terms & Conditions

Shropshire Boiler Care · Mercers Lane, Shrewsbury SY3 9FT · 01743 537171 · info@shropshireboilercare.co.uk
Gas Safe Register No. 649346 · OFTEC Reg. No. 31169 · VAT No. 378 078 749

Plan summary	Service Care	Boiler Care	Complete Care Package
Prices (including VAT) – pay monthly or annually by card			
Gas boiler	£9.95 / month £119.40 / year	£19.95 / month £239.40 / year	£29.95 / month £359.40 / year
Oil boiler	£12.45 / month £149.40 / year	£22.45 / month £269.40 / year	£32.45 / month £389.40 / year
What is included			
Annual boiler service, safety certificate / service record, flue gas analysis, heating filter cleaned, radiators balanced, heating system health check, priority response	✓	✓	✓
Free-of-charge call-outs	1 per plan year	Unlimited	Unlimited
Loyalty discount on other services	5%	10%	15%
Boiler parts and labour	–	✓	✓
Central heating parts and labour, system corrosion treatment, thermostatic radiator valves	–	–	✓

Annual price = 12 monthly payments, paid in advance. All plans are subject to the eligibility rules, initial inspection, limits and exclusions below. These are service plans, not insurance.

1. About these terms

1.1 These terms apply to the Service Care, Boiler Care and Complete Care Package plans (each a “plan”) provided by Shropshire Boiler Care (“we”, “us”, “our”) to the person whose application we accept (“you”).

1.2 These terms, the plan summary above and our confirmation email make up the whole agreement between us. Work outside your plan is carried out under our separate quotation terms.

1.3 Nothing in these terms affects your statutory rights as a consumer.

2. Service plans, not insurance

Our plans are service plans. They let you spread the cost of your annual boiler service and, for Boiler Care and Complete Care, the parts and labour listed for your plan that can reasonably be expected in a year. They are **not insurance**, are not regulated as insurance, and there is no excess to pay.

3. Who can join

3.1 You can apply for a plan if:

- you have one domestic gas or oil central heating boiler with an output of up to 70kW;
- the boiler is **15 years old or less** and does not need to be removed from the wall to be repaired;
- the property is in the area we cover and has 5 bedrooms or fewer;
- you are 18 or over and own the property; and
- your boiler and heating system are safe and in good working order (see section 5).

3.2 For properties with more than 5 bedrooms, or systems that are harder or more expensive to service or maintain, we may offer a bespoke quote at a higher price.

3.3 We may refuse an application without giving a reason. If we do, we will refund anything you have paid, unless we have already serviced your boiler.

4. When your plan starts

4.1 Your plan starts, and a binding contract is made, when we confirm in writing (including by email) that we have accepted you.

4.2 Your plan covers the boiler installed at the property when it starts. If your boiler is replaced by anyone other than us, you must tell us straight away and we may amend or cancel your plan.

4.3 Plans are for owned properties and end automatically when you sell the property. If you are moving house, please contact us, as we may be able to transfer your plan to your new home.

5. Initial inspection

5.1 At the start of your plan we will carry out an initial inspection of your boiler and heating system. We will keep a **photo record of each component** and its condition, which we can share with you on request.

5.2 **Pre-existing faults or conditions, and any fault that arises in the first 14 days of your plan, are not covered** and will be charged as separate work, unless we installed the equipment and have maintained it ever since.

5.3 For Boiler Care and the Complete Care Package, if the inspection shows that your boiler or system was not safe and in good working order when you applied, we will give you a quote to bring it up to standard. You do not have to accept it. If you do not, we will cancel your plan and invoice you for the cost of our visit and any work carried out, less any plan payments you have made. Repairs are covered only once your system has been confirmed in good working order.

6. Annual service

6.1 We will contact you when your annual service is due and arrange a visit. If you have not heard from us, please call us. It is your responsibility to make sure the service is booked, and we cannot refund payments if a service is missed because it was not arranged.

6.2 The service is carried out to statutory requirements and, where available, the manufacturer’s instructions. Later services take place on or around the anniversary of the previous one.

6.3 For gas boilers you will receive a gas safety record; for oil boilers, a service record.

7. Repairs under Boiler Care and Complete Care

7.1 **Boiler Care** includes the labour and available parts needed to repair your boiler and its boiler parts, where they can be repaired

and are not beyond economic repair (section 8).

7.2 **Complete Care Package** also includes repair or replacement, at our choice, of radiator valves and thermostatic radiator valves, central heating pipework, the header tank, and gas or oil supply pipework **inside the property only**. It also includes treatment of the system with corrosion inhibitor at the annual service where needed. External oil supply pipework and oil storage tanks are not covered (section 11).

7.3 Service Care does not include any repairs. Repair parts and labour are charged as separate work.

7.4 We cannot always get exactly the same part. We may fit a replacement that is different but works the same way.

7.5 If you need work that your plan does not include, we will give you a quote. You do not have to go ahead. If you do, it is charged under our quotation terms, separately from your plan payments, with your loyalty discount applied.

8. Beyond economic repair

8.1 Repairs are not included where, in our reasonable opinion, the boiler is beyond economic repair (BER). A boiler is BER if the heat exchanger fails, or if the cost of the parts to repair it is more than its value in the table below for your boiler type.

Beyond economic repair: gas boilers

Age (yrs)	1	2	3	4	5	6	7	8
Value	£820	£672	£551	£452	£371	£304	£249	£204
Age (yrs)	9	10	11	12	13	14	15	
Value	£167	£137	£112	£92	£75	£62	£51	

Beyond economic repair: oil combi boilers

Age (yrs)	1	2	3	4	5	6	7	8
Value	£1,640	£1,345	£1,103	£904	£741	£608	£499	£409
Age (yrs)	9	10	11	12	13	14	15	
Value	£335	£275	£226	£185	£152	£125	£103	

Beyond economic repair: oil regular boilers

Age (yrs)	1	2	3	4	5	6	7	8
Value	£1,230	£1,009	£827	£678	£556	£456	£374	£307
Age (yrs)	9	10	11	12	13	14	15	
Value	£252	£207	£170	£139	£114	£93	£76	

8.2 Values are based on a nominal £1,000 gas boiler, £2,000 oil combi boiler and £1,500 oil regular boiler, each depreciating at 18% a year. If your boiler is BER, we will give you a quote for a replacement with your loyalty discount applied.

9. Call-outs and 24/7 breakdown cover

9.1 **Our normal working hours are 8:30am to 4:30pm, Monday to Friday**, excluding bank holidays. During these hours call 01743 537171.

9.2 **24/7 breakdown cover for care plan customers.** You can report a breakdown at any time. Out of hours, call 01743 537171 and leave a voicemail with your name, address and the fault and we will call you back, or email info@shropshireboilercare.co.uk. Boiler Care and Complete Care Package customers are not charged an out-of-hours rate for breakdown call-outs covered by their plan. Service Care includes 1 free call-out as set out in 9.4. Visits outside normal working hours for anything other than a breakdown covered by your plan may be charged at our out-of-hours rate, which we will tell you before attending.

9.3 **Priority response** means plan holders are booked ahead of non-plan customers. It is not a guaranteed attendance time.

9.4 Service Care includes 1 free call-out in each plan year. Boiler Care and the Complete Care Package include unlimited free call-outs for faults covered by the plan. A free call-out covers our attendance and diagnosis. Repair parts and labour are only free where your plan includes them.

9.5 Any other call-out is charged per incident at our standard rate. If you ask us to deal with something unrelated to the reason for the visit, we may charge a second call-out fee or book a separate visit.

9.6 If we cannot get access at the agreed time, or it is unsafe for us to work, the visit counts as a call-out and a call-out fee may be charged for it and for the rearranged visit.

10. What is not covered

10.1 As well as anything not listed for your plan, no plan covers:

- pre-existing faults and faults in the first 14 days (section 5);
- repairs or parts not listed for your plan, including flues, decorative parts, accessories and consumables;
- removing corrosion or sludge from the system, powerflushing, or adding chemicals or inhibitor, except corrosion treatment under Complete Care;
- breakdowns or damage caused by sludge, hard-water scale or an aggressive water supply, including descaling;
- adjusting time and temperature controls, bleeding radiators, repressurising sealed systems or relighting pilot lights;
- the fabric of your property, including pipework or flues buried or encased in walls or floors; anything outside your property boundary; your water supply; and taps, washers and other hot and cold water pipework or items;
- heaters, radiators, cylinders, thermal stores, underfloor heating and specialist heating, on all plans;
- oil storage tanks and external oil supply pipework, on all plans (section 11);
- accidental damage, misuse, or repairs or changes not approved by us or the manufacturer, including damage caused by anyone other than us;
- damage caused by frost, snow, ice, storms, lightning, flood, fire, explosion, subsidence or structural work, or by failure of the water, gas, oil or electricity supply;
- faults covered by an insurance policy or manufacturer’s guarantee;
- faults from the original design or installation (unless installed by us), manufacturer recalls or modifications, or work to bring equipment up to current regulations or make it safely accessible;
- damage while the property has been empty for 4 weeks or more;
- noise alone where it is caused by the boiler’s age;
- repair, replacement or upgrade of heating controls, except thermostatic radiator valves under Complete Care.

10.2 Despite regular servicing, equipment can fail and damage other items in your home. We cannot repair or replace those items under your plan unless the failure was caused by our not servicing or maintaining the equipment properly.

11. Oil storage tanks and external oil pipework

11.1 **Oil storage tanks and external oil supply pipework are not included in any care plan.** This includes the tank itself, its base and bund, the valves, filters and fittings at the tank, and any oil supply pipework outside the property.

11.2 Under the Complete Care Package, oil supply pipework is covered only inside the property. Any work on the tank or external pipework is quoted and charged separately.

12. Payment

12.1 Prices are shown in the plan summary and include VAT. You can pay monthly or annually (12 monthly payments in advance) by card. Payments are taken automatically by our payment provider, Stripe, on the same date each month or year.

12.2 Annual plans renew automatically each year unless you cancel. We will remind you before your renewal date.

12.3 Your loyalty discount applies to other work we quote for while your plan is active and your payments are up to date.

13. Missed payments

13.1 If a payment fails, we will let you know and our payment provider may try again. You can update your card using the link we send.

13.2 While any payment is overdue we may suspend your plan, without penalty to us, until it is paid. Visits and repairs during suspension are charged as separate work. If a payment is still unpaid 30 days after it was due, we may cancel your plan by telling you in writing.

14. Price and plan changes

14.1 After the first 12 months of your plan, we may change its price or what it includes by giving you at least **30 days' written notice**. If you do not accept the change, you may cancel your plan before it takes effect.

15. Your right to cancel

15.1 **Cooling-off:** you may cancel within 14 days of your plan starting without giving a reason, and we will refund everything you have paid. If you asked us to carry out a service, visit or repair during those 14 days, we may deduct the value of that work.

15.2 **After 14 days** you can cancel at any time. There is no minimum term and no cancellation fee. Tell us by phone, email or letter, or use the form at the end of these terms.

15.3 For monthly plans, no refund is due for months already paid. For annual plans, we will refund the unused months.

15.4 If, by the time you cancel, we have provided services or repairs under your plan worth more than you have paid, we may charge you the difference at our standard prices. If you cancel before your next service, that service will not be carried out under the plan.

16. When we may end your plan

16.1 We may end your plan by written notice if a payment is unpaid as set out in section 13, if your boiler changes or becomes beyond economic repair, or if you sell the property.

16.2 We may also end your plan immediately if you, or anyone at the property, threaten or abuse our staff or subcontractors verbally or physically, or behave unreasonably towards them. No refund will be due for monthly plans. For annual plans we will refund the unused months, less any amount under 15.4.

17. Gas safety

17.1 All gas work is carried out by Gas Safe registered engineers. If we find an unsafe appliance or installation we must follow the Gas Industry Unsafe Situations Procedure. This may include making it safe and turning it off with your permission, or notifying the gas emergency service. Any repairs not covered by your plan will be quoted separately.

18. Our liability

18.1 We are responsible for loss or damage that is a foreseeable result of our breach of these terms or our negligence. We are not responsible for loss that was not foreseeable, for business losses, or for damage caused by a fault in your system that we did not cause, such as water leaks.

18.2 If you believe damage was caused by our negligence, please tell us in writing with full details within 14 days of finding it.

18.3 Nothing in these terms limits our liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot be limited by law.

19. Complaints

19.1 If you are unhappy with our service, please contact us as soon as possible so we can put it right. We aim to respond within 5 working days.

19.2 If we cannot resolve a gas safety concern, you can also contact Gas Safe Register.

20. Your information

20.1 We hold your name, contact details and address, details of your boiler and system (including inspection photos), your plan, payments and visits, and any problems you report.

20.2 We use this to provide your plan, take payments, keep the records the law requires, send service reminders and, if you agree, tell you about our other services. Card payments are processed securely by Stripe; we do not hold your full card details.

20.3 We only share your information with the providers who help us run our business, such as our payment and job-management systems, or where the law requires. We never sell it. You can ask for a copy of your information, ask us to correct it, object to our use of it, or change your marketing preferences at any time.

21. General

21.1 Your plan is personal to you and cannot be transferred without our consent. We may transfer our obligations to another business, and we will tell you if we do.

21.2 If we do not enforce a right straight away, we can still enforce it later.

21.3 If any part of these terms is found to be unenforceable, the rest remains in force.

21.4 These terms are governed by the law of England and Wales, and the courts of England and Wales have non-exclusive jurisdiction.

21.5 If there is anything in these terms you do not understand, please talk to us before joining a plan.

Cancellation Form

Complete and return this form only if you wish to cancel your care plan.

To: Shropshire Boiler Care, Mercers Lane, Shrewsbury SY3 9FT
Email: info@shropshireboilercare.co.uk · **Phone:** 01743 537171

I/We hereby give notice that I/we cancel my/our contract for the following care plan:

Plan (Service Care / Boiler Care / Complete Care Package) and fuel (gas / oil):

Date plan started (or date applied):

Name of customer(s):

Address of customer(s), including the property covered by the plan:

Email or phone number:

Signature of customer(s) (only if this form is sent on paper):

Date: