# **VANTAGE PLUMBING AND HEATING**

# **CARE PLANS – TERMS & CONDITIONS**



#### **CONTACT US**

For any enquiries or further clarification regarding these terms and conditions, please contact:

- Landline: 01462 506374
- Mobile: 07713 161513
- Email: info@vantageplumbingandheating.co.uk
- Address: Vantage Plumbing and Heating, 11 Bancroft, Hitchin, SG5 IJQ

We are here to assist you with all your plumbing and heating needs. Feel free to get in touch with us!

#### **COVERED SERVICES**

- 1. Domestic Gas Boilers and Heating Systems:
  - Routine servicing, repairs, and safety checks for domestic gas boilers.
  - Standard boiler controls, including thermostats and timers, with replacement limited to basic models.
  - Repairs and maintenance for central heating components such as radiators, thermostatic radiator valves, standard radiator valves, heating pipework, and internal gas supply lines.
  - Maintenance of indirect standard and unvented hot water cylinders, cold water storage tanks, and central heating feed and expansion tanks.
  - Coverage for hot and cold water pipework running from the internal stopcock to all taps inside the property, including garden taps, but excluding the stopcock and the taps themselves.
- 2. Plumbing and Heating System Components:
  - Repair or replacement of overflow pipes, ball valves, and washing machine hoses.
  - Maintenance of internal cold water mains supply pipes and gas supply lines within the property.
  - Inspection and servicing of pressure relief valves, along with an annual boiler service and safety inspection.
- Drainage Services:
  - Restoring the flow by unblocking or repairing drainage and waste pipes (such as unblocking sinks, waste pipes, and rainwater drains) within the boundaries of your property, provided you are solely responsible for those pipes. This does not include public or shared drainage systems, even if they are located within your property boundaries.
  - Coverage includes parts and labour costs for drainage-related repairs up to a maximum limit of £500(including VAT).
  - Unlimited call-outs for issues covered under the drainage service.
- 4. Emergency Call-Out Services:
  - 24/7, year-round emergency response for gas or water leaks.
  - Response Time: Within 8 hours of receiving the call.
  - Important Note: Emergency call-outs are intended to make the situation safe. Any additional repairs required beyond making the situation safe will be charged at the applicable rates according to your plan's
- Additional Benefits:
  - Telephone consultation and advice from certified engineers regarding central heating and plumbing system issues.
  - Coverage for both parts and labour for repairs included under the plan.

## **EXCLUSIONS**

- I. Pre-Existing Issues and Initial Contract Period:
  - Excludes faults or parts required within the first 30 days of the contract initiation.

- 2. Full Boiler Replacements:
  - Complete boiler replacements are not covered under the plan.
- B. Replacement of Batteries and Resets:
  - Excludes replacement of batteries for heating time controls, thermostats, or resetting boiler systems.
- Exclusions for Specialised Systems:
  - Excludes coverage for replacement of wireless smart heating controls, underfloor heating systems, and swimming pool heating controls.
- Pressure Adjustments:
  - Topping up of boiler pressure is not included in the coverage.
- 6. Blockages Due to Sludge or Debris:
  - Excludes repair or clearing of partially or fully blocked pipes caused by a build-up of sludge or iron oxide.
- . Descaling and Cleaning:
  - Does not cover the removal of sludge, limescale, or other deposits from the boiler or heating system.
- 8. Damage from Scale or Sludge:
  - Excludes damage or failures resulting from scale or sludge build-up.
- Maintenance Tasks:
  - Excludes routine maintenance tasks such as venting or balancing radiators, removing airlocks, refilling radiators, or topping up the heating system after work done by you or another contractor.
- 10. Flue and Chimney Work:
  - Any work related to flues, flue liners, or chimneys, whether internal or external, is not included.
- 11. Cosmetic Parts and Non-Essential Items:
  - Cosmetic parts like boiler casings or any decorative components are not covered.
- 12. Warm Air Heating Systems:
  - Excludes all work related to warm air heating systems.
- 13. Corrosion and Structural Repairs:
  - Excludes repairs due to corrosion or any structural repairs, including those related to subsidence, flooding, or fire.
- 14. Specialist Repairs and Equipment:
  - Excludes work involving specialised equipment, such as pressure testing or re-energising air gaps.
- 15. Access Issues:
  - Does not cover the cost of accessing appliances or systems that are difficult to reach due to design flaws.
- 16. Repairs to External Fixtures and Systems:
  - Excludes repairs to external systems, such as gas supply lines, drainage pipes, and rainwater systems.
- 17. Showers and Pumps:
  - Excludes repairs to showers, shower mixers, shower pumps, macerators, and similar components.
  - Specialised Equipment and Installations:
    - Excludes items like electric showers, sanitary ware, pop-up waste mechanisms, kitchen sinks, and waste disposal units.
- 19. Lagging and Insulation:
  - Does not cover grouting or lagging of pipework or cylinders.
- 20. Specialised Cylinders and Tanks:
  - Excludes repairs to specialised cylinders (e.g., Primatic cylinders, Gledhill units) and tanks over a certain capacity.
- 21. Garden Features and Decorative Fixtures:
  - Excludes coverage for garden features or decorative items.
- 22. Booster Pumps and External Components:
  - Does not include coverage for booster pumps or any external pipework.

- 23. Consumables and Cleaning Agents:
  - Consumables such as chemicals used for flushing, inhibitors, and leak sealers are not covered.
- 24. Pipe Freezing:
  - Excludes any repairs or damage caused by frozen pipes. Customers are responsible for ensuring adequate insulation and heating during cold weather to prevent freezing.
     This includes, but is not limited to, burst pipes due to freezing conditions.
- 25. Water Leak Detection:
  - Excludes the cost of detecting hidden leaks within the property. Coverage does not include specialised services such as infrared scanning, acoustic leak detection, or other advanced methods used to identify the source of leaks.
- 26. Drainage Exclusions:
  - Does not cover repairs or unblocking of shared drains with another property.
  - Excludes repairs or replacements for manholes, soakaways, septic tanks, cesspits, treatment plants, rainwater guttering, and their outflow pipes.
  - Does not cover routine cleaning or descaling of drains.
  - Excludes repairs or unblocking of drains outside the boundary of your property or those used primarily for commercial purposes.
  - Excludes repairs or replacements for any lead or steel pipes.
  - Does not cover access to drainage system points like manhole covers built over due to subsidence, settlement, or root damage.
  - If called out for an issue unrelated to your drainage, an £85 call-out fee plus VAT will apply, and a quote for the repair will be provided.
- 27. Split Cylinders and Tanks:
  - Excludes repairs or replacements for any split cylinders or tanks. Customers are advised to maintain and regularly inspect cylinders and tanks to prevent damage and leaks.

#### GENERAL CONDITIONS

- I. Annual Boiler Service and Inspection:
  - Scheduled between April and September to ensure peak service availability during the winter months.
- 2. Parts Supply and Reconditioned Components:
  - We maintain a stock of common parts and have next-day access to many others. When necessary, we may use reconditioned parts or suitable alternatives to complete repairs.
- 3. Qualified Personnel:
  - All services will be provided by qualified engineers or authorised contractors under our supervision.
- 1. Payment Terms:
  - Any work not covered by the plan requires upfront payment.
- 5. Charges for Non-Covered Call-Outs:
  - A call-out fee of £85 plus VAT will be applied if we are called for an issue not covered by your plan, and a repair quote will be provided.
- 6. Special Equipment Needs:
  - Additional charges may apply for repairs requiring specialist equipment or unique parts.
- VAT Registration Notice:
  - Please note that Vantage Plumbing and Heating is VAT registered. All prices are subject to VAT at the applicable rate, and any changes to VAT legislation will be reflected in our pricing.
- Failed Direct Debit Payments:
  - If a direct debit payment fails, you will be

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notified immediately. A reattempt to collect the payment will be made within 7 days. If the payment fails again, an administration fee of  $\pounds 15$  plus VAT will be added to your account. Continued failure to pay may result in the suspension or cancellation of your plan.

#### **CANCELLATION POLICY**

- 1. Customer-Initiated Cancellation:
  - You can cancel the plan within 28 days of the start date for a full refund, provided no work has been carried out under the plan.
- Ongoing Coverage Validity:
  - The agreement will remain valid until cancelled, with 28 days' notice required from either party to terminate the plan.
- 3. Refund Conditions:
  - Refunds will only be issued if no work has been performed under the plan at the time of cancellation.
- 4. Provider-Initiated Cancellation:
  - Vantage Plumbing and Heating reserves the right to cancel your plan in cases such as non-payment, where spare parts are no longer available, false information was provided, or if the continuation of the plan presents safety concerns.

## **COMPLAINTS PROCEDURE (CONTINUED)**

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- I. Escalation:
  - Should your complaint not be resolved to your satisfaction by our Service Manager, you may escalate the matter for review by a Director. We aim to acknowledge all complaints within 5 working days and provide a full response within 14 working days. If further investigation is required, we will keep you informed of the progress and expected resolution time.
- Dispute Resolution:
  - In the event that a complaint cannot be resolved through our internal procedures, both parties agree to consider mediation or arbitration as a means to resolve the dispute before proceeding to formal legal action.

### **GENERAL EXCLUSIONS (CONTINUED)**

- Design Flaws and Existing Defects:
  - Coverage does not include repairs for issues due to design flaws or existing defects prior to the agreement.
- 2. Consequential Losses:
  - Excludes any secondary damage caused by appliance or system failures unless due to our negligence.
- Access-Related Costs:
  - Costs associated with accessing hidden components (e.g., beneath floors or within walls) are not covered.
- 4. Insurance-Covered Risks:
  - Risks typically covered by home insurance (e.g., flood, fire, structural damage) are excluded.
- Asbestos Handling:
  - Removal or handling of asbestos materials related to your system is not included.
- 6. Manufacturer Requirements:
  - Costs arising from failure to adhere to the manufacturer's instructions are excluded.

- 7. Improvement and Upgrade Exclusions:
  - The plan does not cover any work required to upgrade or improve systems to meet current safety or efficiency standards.
- 8. Consequential Damage:
  - The plan does not cover indirect or consequential damage resulting from system breakdowns or leaks, including but not limited to damage to carpets, furniture, or personal belongings.
- 9. Costs Due to Negligence or Misuse:
  - The plan does not cover damages or faults resulting from deliberate damage, negligence, misuse, or tampering with any part of the heating or plumbing systems.

#### ATTENDANCE TIME FOR CALLS

- I. Emergency Calls:
  - For emergency situations, such as gas or water leaks, Vantage Plumbing and Heating aims to attend within 8 hours of receiving the call. Emergency calls are prioritised and attended to on a 24/7 basis, year-round, with the goal to respond as quickly as possible, subject to the availability of engineers and external factors (such as extreme weather conditions).
- 2. Non-Emergency Repairs:
  - For non-emergency issues, including heating and hot water breakdowns or plumbing repairs covered by your plan, attendance will be arranged within 48 hours from the time of notification, during normal business hours (Monday to Friday, 8 am to 5 pm).
- 3. Scheduled Appointments:
  - All routine servicing, inspections, and nonurgent repairs will be scheduled in advance at a mutually agreed-upon time. We aim to provide attendance within 7 working days for non-urgent work, subject to engineer availability.
- 4. Missed Appointments:
  - If a customer is not present at the agreed time of appointment and does not provide at least 24 hours' notice of cancellation, a missed appointment fee of £50 plus VAT may be charged.
- 5. Delays:
  - Vantage Plumbing and Heating will make every effort to attend as agreed; however, there may be circumstances outside of our control (such as severe weather, traffic disruptions, or supply chain issues) that could cause delays. In such cases, we will notify you as soon as possible and arrange a new appointment at the earliest convenience.

# LIABILITY LIMITATIONS

- I. Limitations of Liability:
  - Vantage Plumbing and Heating shall not be liable for any indirect, special, incidental, or consequential damages arising from or related to our services, including but not limited to loss of profits, damage to property, or any third-party claims. Our total liability in respect of any loss or damage shall be limited to the amount paid by the customer for the service in question.
- 2. Force Majeure:
  - Vantage Plumbing and Heating shall not be held liable for any failure or delay in performing our obligations under this agreement due to circumstances beyond our reasonable control, including but not limited to acts of God, war, strikes, labour disputes, fire, flood, government restrictions, or supply shortages.

#### **HEALTH AND SAFETY**

- I. Health and Safety Compliance:
  - Our engineers adhere to all relevant health and safety regulations, including the Health

and Safety at Work Act 1974. We ensure that all services are carried out in a safe and secure manner, using appropriate safety equipment and procedures.

#### 2. Customer Responsibilities:

- Customers are responsible for ensuring that the property is safe for our engineers to carry out work. This includes providing clear access to the equipment being serviced or repaired and ensuring that the work area is free from hazards. We reserve the right to refuse service if we believe the working environment is unsafe.
- 3. Accident Reporting:
  - In the event of an accident or injury occurring during our service visit, both parties must report the incident promptly, and Vantage Plumbing and Heating will follow the appropriate health and safety procedures to investigate and address any issues

#### **RENEWAL AND TERMINATION**

- Renewal:
  - Your care plan will automatically renew on an annual basis unless we receive notice of cancellation at least 28 days prior to the renewal date.
- Termination:
  - We reserve the right to terminate the agreement if payments are not made, if terms and conditions are breached, or if continuing the service poses a risk to safety or health.
- 3. Changes to Plan Coverage:
  - Vantage Plumbing and Heating reserves the right to change the terms, conditions, or coverage of the care plan at any time.
     Customers will be notified of any significant changes at least 30 days before they take effect.

## DATA PROTECTION AND PRIVACY

- I. Data Protection:
  - We will handle your personal data in accordance with the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018. Your data will be used solely for the purposes of managing your service plan and will not be shared with third parties without your explicit consent.
- Confidentiality:
  - Both parties agree to maintain the confidentiality of any personal, financial, or proprietary information exchanged as part of this agreement, except where disclosure is required by law.

## **GOVERNING LAW**

- I. Applicable Law:
  - These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with this agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

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