

BOILERCRAFT LTD

TERMS AND CONDITIONS FOR BOILER CARE PLANS

1. INTRODUCTION

These Terms and Conditions constitute a legally binding agreement between you, the Customer, and BoilerCraft Ltd (hereinafter referred to as "BoilerCraft", "we", "us", or "our"), a company registered in Wales with its principal place of business in Cardiff. By subscribing to any of our Boiler Care Plans, you agree to be bound by these Terms and Conditions. Please read them carefully before proceeding with your application.

2. DEFINITIONS

In these Terms and Conditions, the following definitions apply:

"Agreement" means these Terms and Conditions together with your Plan confirmation and any other documents expressly incorporated by reference.

"Beyond Economical Repair" or "BER" means when the cost of parts and labour to repair your boiler exceeds its current value, or when parts are no longer readily available, as determined by our Gas Safe registered engineer.

"Boiler" means the gas-fired domestic central heating boiler specified in your Plan confirmation.

"Care Plan" means the service agreement between you and BoilerCraft for the provision of boiler and/or central heating system maintenance services as detailed in these Terms and Conditions.

"Central Heating System" means the boiler and all components within your property comprising the central heating system, such as radiators, valves, pipes, pumps, tanks, and cylinders.

"Controls" means the programmer/timer, room thermostat, cylinder thermostat, and zone valves.

"Customer" or "you" means the person who has entered into this Agreement with BoilerCraft.

"Excess" means the amount you must pay towards each repair as specified in your Plan.

"Initial Health Check" means the inspection carried out by our Gas Safe registered engineer prior to the commencement of your Care Plan.

"Property" means the domestic property at the address specified in your Plan confirmation where the boiler and/or central heating system is installed.

3. ELIGIBILITY

3.1 To be eligible for our Care Plans, your boiler must:

- a) Be located within a 20-mile radius of Cardiff, Wales;
- b) Be less than 15 years old from the date of manufacture;
- c) Be in good working order at the time of the Initial Health Check;
- d) Be a domestic gas boiler with a maximum output of 70kW;

e) Have been installed, maintained, and used in accordance with the manufacturer's instructions;

f) Have an adequate gas supply and operating pressure;

g) Have a suitable flue system that complies with current regulations;

h) Have suitable access for maintenance and repair work.

3.2 We reserve the right to refuse to offer a Care Plan if:

a) Your boiler or central heating system does not meet our eligibility criteria;

b) Your boiler is of a type or model that we do not cover;

c) Your boiler is considered to be Beyond Economical Repair;

d) Your central heating system is non-standard, complex, or has been modified in a way that makes it impractical to maintain.

4. INITIAL HEALTH CHECK

4.1 All Care Plans require an Initial Health Check of your boiler and, where applicable, your central heating system, which will be carried out by one of our Gas Safe registered engineers.

4.2 The Initial Health Check costs £65 and must be completed and passed before your Care Plan can be activated.

4.3 During the Initial Health Check, our engineer will:

a) Inspect your boiler and, where applicable, your central heating system;

b) Carry out tests to ensure your boiler is operating safely and efficiently;

c) Check for any pre-existing faults or issues;

d) Advise you of any remedial work required before we can accept your boiler onto a Care Plan.

4.4 If our engineer identifies any pre-existing faults or issues during the Initial Health Check, these will need to be rectified at your expense before your Care Plan can commence. We will provide you with a quotation for any necessary remedial work.

4.5 We reserve the right to decline your application for a Care Plan based on the findings of the Initial Health Check.

5. CARE PLANS AND COVERAGE

We offer three levels of Care Plans, each providing different levels of coverage:

5.1 Basic Plus Care Plan (£10 per month or £110 per year)

The Basic Plus Care Plan includes:

a) One annual boiler service;

b) Unlimited callouts for boiler issues;

c) 10% discount on labour and materials for any additional work not covered by the Plan.

The Basic Plus Care Plan does not include the cost of parts or labour for repairs.

5.2 Standard Care Plan (£20 per month with £60 'Fix Fee' per repair)

The Standard Care Plan includes:

a) Everything in the Basic Plus Care Plan;

b) Parts and labour costs for repairs to your boiler and controls;

c) A £250 contribution toward a new boiler if your current boiler is deemed Beyond Economical Repair after you have been on the Standard Plan for at least 12 months.

5.3 Premium Care Plan (£29 per month with £60 'Fix Fee' per repair)

The Premium Care Plan includes:

- a) Everything in the Standard Care Plan;
- b) Parts and labour costs for repairs to your full central heating system, including radiators, tanks, pump, and valves;
- c) A £400 contribution toward a new boiler if your current boiler is deemed Beyond Economical Repair after you have been on the Premium Plan for at least 12 months.

6. CONTRACT TERM AND RENEWAL

6.1 The Basic Plus Care Plan has no minimum term and can be cancelled at any time in accordance with Section 13.

6.2 The Standard and Premium Care Plans have a minimum contract term of 12 months from the date of activation.

6.3 All Care Plans will automatically renew at the end of their term unless you notify us of your intention to cancel in accordance with Section 13.

6.4 We reserve the right to review and adjust our prices annually. We will notify you in writing at least 30 days before any price change takes effect.

7. ANNUAL BOILER SERVICE

7.1 All Care Plans include one annual boiler service, which will be carried out by one of our Gas Safe registered engineers.

7.2 We will contact you to arrange a convenient date for your annual boiler service, which will typically be scheduled during the summer months (April to September).

7.3 The annual boiler service includes:

- a) A visual inspection of the boiler;
- b) Checking the flue for obstruction and ensuring correct operation;
- c) Checking the gas operating pressure and heat input;
- d) Checking the combustion performance;
- e) Checking the operation of all safety devices;
- f) Checking the integrity of all seals, gaskets, and heat exchangers;
- g) Cleaning of components as necessary;
- h) A check of the central heating system pressure;
- i) A check of the radiator temperatures (where accessible).

7.4 The annual boiler service does not include:

- a) Dismantling the boiler or removing it from its installed position;
- b) Specialist cleaning or unblocking, such as de-scaling;
- c) Repairs or replacement of parts.

7.5 If our engineer identifies any issues during the annual boiler service that require repair work, they will advise you accordingly. Any repairs will be carried out in accordance with your Care Plan coverage.

8. REPAIRS AND CALLOUTS

8.1 For the Standard and Premium Care Plans, a 'Fix Fee' of £60 is payable for each repair. This fee must be paid before the repair work can commence.

8.2 We aim to respond to all callouts within 48 hours for non-emergency issues and within 24 hours for emergency issues (no heating or hot water). However, response times may be longer during periods of high demand, such as cold weather.

8.3 Our engineers will carry out repairs during normal working hours (Monday to Friday, 8am to 5pm, excluding bank holidays). Out-of-hours emergency callouts may be available at an additional charge.

8.4 If parts are required for a repair, we will endeavour to obtain and fit them as quickly as possible. However, we cannot be held responsible for delays in obtaining parts from suppliers.

8.5 If we are unable to obtain parts for your boiler due to them being obsolete or no longer manufactured, we will advise you of your options, which may include:

- a) Sourcing alternative compatible parts;
- b) Recommending an upgrade or replacement of your boiler;
- c) Terminating your Care Plan and providing a pro-rata refund for any unused portion.

8.6 We reserve the right to use new, reconditioned, or non-original manufacturer parts for repairs when necessary.

9. BEYOND ECONOMICAL REPAIR (BER)

9.1 If we determine that your boiler is Beyond Economical Repair, we will advise you accordingly and provide you with options for replacement.

9.2 For customers on the Standard Care Plan who have been on the plan for at least 12 months, we will provide a £250 contribution toward the cost of a new boiler installed by BoilerCraft.

9.3 For customers on the Premium Care Plan who have been on the plan for at least 12 months, we will provide a £400 contribution toward the cost of a new boiler installed by BoilerCraft.

9.4 If your boiler is deemed Beyond Economical Repair and you choose not to proceed with a replacement through BoilerCraft, your Care Plan will be terminated, and we will provide a pro-rata refund for any unused portion.

9.5 If your boiler is deemed Beyond Economical Repair within the first 12 months of your Care Plan, no contribution will be provided, and your Care Plan will be terminated with a pro-rata refund for any unused portion.

10. EXCLUSIONS

The following are excluded from all Care Plans:

10.1 Pre-existing faults or issues that were present before the commencement of your Care Plan or that were identified during the Initial Health Check.

10.2 Damage or faults caused by:

- a) Sludge, scale, or debris in your system;
- b) Structural issues, subsidence, or movement of your property;
- c) Changes to the water supply or pressure that affect your boiler or central heating system;
- d) Weather or atmospheric conditions;
- e) Fire, flood, lightning, explosion, storm, frost, or other natural events;
- f) Theft, attempted theft, malicious damage, or vandalism;
- g) Any deliberate act or omission by you or any third party.

10.3 Repairs or replacements required due to:

- a) Design faults or manufacturer recalls;
- b) Inadequate or incorrect previous repairs;
- c) Failure to carry out routine maintenance as recommended by the manufacturer;
- d) Cosmetic damage that does not affect the functionality of the boiler or central heating system;
- e) Noise or vibration that does not indicate a fault or potential failure.

10.4 The following items and systems:

- a) Domestic hot and cold water supply pipes and tanks (except where included in the Premium Care Plan);
- b) Showers, shower pumps, and other sanitary ware;
- c) Heated towel rails, underfloor heating systems, and their controls;
- d) Energy management systems, smart controls, or internet-connected devices unless originally supplied with the boiler;
- e) Gas supply pipes, gas leaks, and gas meter;
- f) Flues and terminals that are not part of the boiler;
- g) Electrical supply problems, including wiring, consumer units, and fuse boxes;
- h) Plumbing systems, including taps, toilets, and drains;
- i) Immersion heaters, electric storage heaters, and their controls;
- j) Swimming pools, spa pools, hot tubs, and their associated systems;
- k) Solar heating systems and their controls;
- l) Unvented hot water cylinders without appropriate safety certificates;
- m) Commercial or industrial boilers or heating systems;
- n) Boilers in communal or shared heating systems.

10.5 Any work required to gain access to your boiler or central heating system, such as removing cupboards, fixtures, or fittings, and any redecoration or making good that may be required following such work.

10.6 Replacement of decorative parts or consumable items, such as batteries, filters, and inhibitor.

10.7 Any work on systems that have been modified without our prior approval or that do not comply with current regulations.

10.8 Any loss or damage arising from delays in obtaining parts or carrying out repairs.

11. CUSTOMER RESPONSIBILITIES

As a customer, you are responsible for:

11.1 Providing accurate information when applying for a Care Plan and notifying us of any changes to your contact details or property.

11.2 Ensuring that your boiler and central heating system are used in accordance with the manufacturer's instructions and for domestic purposes only.

11.3 Maintaining your boiler and central heating system in good condition, including:

- a) Regularly checking the system pressure and topping it up as necessary;
- b) Bleeding radiators when required;
- c) Ensuring adequate ventilation for your boiler;
- d) Protecting your boiler and central heating system from frost damage;
- e) Using suitable additives, such as inhibitor, as recommended by our engineers.

11.4 Promptly reporting any issues or faults with your boiler or central heating system to us.

11.5 Providing safe and reasonable access to your property for our engineers to carry out services, repairs, and inspections.

11.6 Ensuring that an adult (18 years or older) is present at your property during any visit by our engineers.

11.7 Ensuring that your property is safe for our engineers to work in, including:

- a) Providing adequate lighting and electricity;
- b) Removing any hazards or obstructions;
- c) Keeping pets and children away from the work area;
- d) Providing parking facilities or covering any parking charges incurred by our engineers.

11.8 Paying all charges due under your Care Plan on time and in full.

12. APPOINTMENTS AND ACCESS

12.1 We will arrange appointments for services, repairs, and inspections at mutually convenient times during normal working hours (Monday to Friday, 8am to 5pm, excluding bank holidays).

12.2 If you need to cancel or reschedule an appointment, you must notify us at least 24 hours in advance. Failure to do so may result in a cancellation charge of £50.

12.3 If our engineer attends your property at the agreed time but is unable to gain access, we will leave a card advising you of the visit and how to rearrange the appointment. A cancellation charge of £50 may be applied in such cases.

12.4 If you repeatedly fail to provide access for appointments, we reserve the right to terminate your Care Plan.

12.5 Our engineers must have safe and reasonable access to your boiler and central heating system to carry out their work. If access is restricted or unsafe, they may be unable to complete the work, and a cancellation charge may apply.

13. PAYMENT AND CANCELLATION

13.1 Payment for your Care Plan can be made either monthly by Direct Debit or annually in advance.

13.2 If you choose to pay monthly, payments will be collected on or around the same date each month.

13.3 If you choose to pay annually, payment will be collected at the start of your Care Plan and upon each renewal.

13.4 If any payment is not received when due, we may:

- a) Charge a late payment fee of £15;
- b) Suspend the provision of services under your Care Plan until payment is received;
- c) Terminate your Care Plan if payment remains outstanding for more than 30 days.

13.5 For the Basic Plus Care Plan, you may cancel at any time by giving us 30 days' written notice. If you have paid annually in advance, we will provide a pro-rata refund for any unused portion, less a £25 administration fee.

13.6 For the Standard and Premium Care Plans, you may cancel after the minimum 12-month term by giving us 30 days' written notice. If you cancel within the minimum term, you will be liable for the remaining payments for the term.

13.7 We reserve the right to cancel your Care Plan by giving you 30 days' written notice if:

- a) You breach any of these Terms and Conditions;
- b) You provide false or misleading information;

- c) Your boiler or central heating system no longer meets our eligibility criteria;
- d) We are unable to source parts for your boiler or central heating system;
- e) Your boiler is deemed Beyond Economical Repair;
- f) You are abusive or threatening toward our staff or engineers;
- g) You repeatedly fail to provide access for appointments;
- h) We are unable to contact you using the details you have provided.

13.8 We may terminate your Care Plan immediately if:

- a) You fail to make any payment when due and the payment remains outstanding for more than 30 days;
- b) You commit a material breach of these Terms and Conditions;
- c) You become insolvent or bankrupt;
- d) You attempt to defraud us or act dishonestly in relation to your Care Plan.

13.9 If we terminate your Care Plan in accordance with clauses 13.7 or 13.8, we will provide a pro-rata refund for any unused portion that has been paid in advance, less any outstanding amounts owed to us.

14. COMPLAINTS PROCEDURE

14.1 We are committed to providing a high-quality service to all our customers. If you are dissatisfied with any aspect of our service, please contact us:

By phone: 02921 690247 By email: info@boilercraft.co.uk By post: BoilerCraft Ltd, 126 Ynysddu, Pontyclun, Wales, CF729UB.

14.2 We will acknowledge your complaint within 2 working days and aim to resolve it within 14 working days.

14.3 If you are not satisfied with our response to your complaint, you may escalate it to our management team, who will review your complaint and respond within a further 14 working days.

14.4 If, after following our complaints procedure, you remain dissatisfied, you may be entitled to refer your complaint to an alternative dispute resolution (ADR) provider.

15. LIABILITY

15.1 We will carry out our obligations under these Terms and Conditions with reasonable skill and care.

15.2 We accept liability for:

- a) Death or personal injury caused by our negligence;
- b) Fraud or fraudulent misrepresentation;
- c) Any other liability that cannot be excluded or limited by law.

15.3 Subject to clause 15.2, our total liability to you for any loss or damage arising in connection with your Care Plan shall not exceed the total amount paid by you for your Care Plan in the 12 months preceding the event giving rise to the liability.

15.4 We shall not be liable for:

- a) Any indirect, special, or consequential loss or damage;
- b) Loss of profit, business, contracts, revenue, or anticipated savings;
- c) Loss or damage to your property or possessions, except where such loss or damage is caused by our negligence;
- d) Any loss or damage arising from delays in obtaining parts or carrying out repairs;
- e) Any loss or damage arising from circumstances beyond our reasonable control,

including (but not limited to) acts of God, industrial action, severe weather, natural disasters, epidemics, pandemics, civil unrest, terrorism, or war.

15.5 Nothing in these Terms and Conditions affects your statutory rights as a consumer.

16. DATA PROTECTION

16.1 We are committed to protecting your privacy and will process your personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

16.2 We will collect and process your personal data for the following purposes:

- a) To provide the services under your Care Plan;
- b) To manage your account and process payments;
- c) To communicate with you about your Care Plan and our services;
- d) To comply with our legal and regulatory obligations;
- e) For our legitimate business interests, such as improving our services and preventing fraud.

16.3 We may share your personal data with:

- a) Our employees, agents, and contractors who provide services to us or on our behalf;
- b) Our suppliers and service providers who process data on our behalf;
- c) Regulatory authorities, law enforcement agencies, and other third parties where required by law.

16.4 We will retain your personal data for as long as necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying any legal, accounting, or reporting requirements.

16.5 You have the right to:

- a) Access your personal data and request a copy of the information we hold about you;
- b) Rectify any inaccurate or incomplete personal data;
- c) Request the erasure of your personal data in certain circumstances;
- d) Restrict or object to the processing of your personal data in certain circumstances;
- e) Data portability, allowing you to obtain and reuse your personal data for your own purposes across different services;
- f) Lodge a complaint with the Information Commissioner's Office (ICO) if you believe we have not complied with data protection laws.

16.6 For more information on how we process your personal data, please refer to our Privacy Policy, which is available on our website or upon request.

17. CHANGES TO TERMS AND CONDITIONS

17.1 We may amend these Terms and Conditions from time to time to:

- a) Comply with changes in law or regulatory requirements;
- b) Implement minor technical adjustments and improvements;
- c) Reflect changes in market conditions or industry practice;
- d) Ensure the ongoing provision of our services.

17.2 If we make any significant changes to these Terms and Conditions that may affect your rights or obligations, we will notify you in writing at least 30 days before the changes take effect.

17.3 If you do not agree with the changes, you may cancel your Care Plan in accordance with Section 13. Your continued use of our services after the changes take effect will be

deemed acceptance of the amended Terms and Conditions.

18. GENERAL

18.1 These Terms and Conditions constitute the entire agreement between you and us in relation to your Care Plan and supersede all previous agreements, understandings, and arrangements between us.

18.2 If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

18.3 No failure or delay by us in exercising any right under these Terms and Conditions shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any further exercise of that or any other right.

18.4 You may not transfer or assign your rights or obligations under these Terms and Conditions without our prior written consent. We may transfer or assign our rights and obligations to another company without your consent, provided that this does not affect your rights under these Terms and Conditions.

18.5 Nothing in these Terms and Conditions shall confer any rights on any person who is not a party to this Agreement.

18.6 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and Conditions.

19. CONTACT INFORMATION

BoilerCraft Ltd.

Address: 126 Ynysddu, Pontyclun, Wales CF729UB

Phone: 02921 690247

Email: info@boilercraft.co.uk

Website: www.boilercraft.co.uk

Gas Safe Register No: 964565

Company Registration No: 16346107

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