

LW GAS LTD

Service Plan

Terms and conditions

Last updated on 1st March 2023

1. SCOPE OF SERVICE CONTRACT

LW GAS LTD will provide the level of cover as set out below in respect of the private domestic central heating systems.

IMPORTANT POINTS

1.1 The cover is not an emergency cover or insurance.

1.2 We do not offer cover for evenings, weekends or bank holidays

1.3 Limited cover between Christmas and New Year.

1.4. For same day call outs the appointment must be requested and confirmed / booked before 10.00am on a working day.

1.5. To activate the service plan one of our engineers will visit to inspect the boiler and or system. Should our engineers deem the Boiler/system unsuitable, we will provide a quote for rectification works to bring the system to the needed standards. Quote will be provided with 10% discount subject to you taking one of our plans. Please be aware that we may offer a video call option depending on situation.

1.6. Consumables, i.e gaskets, seals and heating system chemicals are chargeable regardless of plan taken.

2. DEFINITIONS & SCOPE OF COVER

2.1. Tier 1 Boiler Service – Offered on boilers of any age.

This cover includes a service and safety check on the boiler and does not include the cost of parts and labour.

2.2. Tier 2 Breakdown Cover – Offered on boilers up to 12 years old.

This cover includes a service and safety check of the boiler and repair of all components within the boiler casing including the flue system and external controls. Includes the cost of all parts and labour

2.3. Tier 3 Full System Cover – Offered on boilers up to 12 years old.

This cover includes a service and safety check of the central heating boiler and repair of the appliance and or system including all components within the boiler casing including the appliance isolating valves together with the internal or external circulating pump, thermostatic radiator valves, motorised valves, radiators and central heating pipework, timers/programmers and room/cylinder thermostats. Including hot water cylinders and flue systems. Covering both parts and labour up to a maximum of £1000. Where this limit is met any costs over the £1000 maximum will be agreed and invoiced.

3. LEVEL OF COVER

3.1. Priority Response Time- LW GAS LTD will endeavour, subject to workload and labour availability, to visit the same day (Mon-Fri, exc bank holidays, etc) in response to any breakdown or failure of the central heating system when contacted before 10.00am. If possible and fault will be repaired, if not possible a time scale for repair will be agreed during the visit.

3.2 Annual Boiler Service

We will service your appliances on an annual basis in line with the manufacturer's best practice service requirements

3.3. Annual boiler safety check

At the same time as the annual service visit a Service Engineer will check the safe operation of the appliances specified.

3.4 Annual boiler efficiency check

At the same time as the annual service visit a Service Engineer will check the efficient operation of the appliances specified.

3.5 Annual Heating System Health assessment

At the same time as the annual service visit a Service Engineer will assess the overall heating and hot water system to ensure it is working as it should, any issues will be reported to the homeowner and plan of rectification will be agreed upon.

3.6 In guarantee / Warrantee call out handling

Should your boiler be under guarantee **LW GAS LTD** will manage the call out process directly with the manufacturer on your behalf

3.7 10% Labour discount on out of guarantee repairs

For customers on our Tier 1 or Tier 2 option we offer a 10% labour discount on all works carried out on your heating and hot water system that are not covered within the plan.

3.8 Boiler Break Down – All parts and Labour

No charge will be made in respect of labour or parts and materials used in repairing any reported fault, unless not included under the care plan.

4. PERIOD OF SERVICE CONTRACT

4.1. The Service Plan Contract is valid for one year from the date of your inspection visit.

4.2. If paying monthly a minimum of 12 monthly payments are required, in any one year.

4.3. If the monthly direct debit is cancelled during the contract period, the outstanding will be invoiced for full payment and due for payment within 7 days of invoice date.

5. PAYMENT & RENEWAL

5.1. Payment for all tears of the Service Plan is made by a recurring annual payment or monthly payments. All payments are collected via Direct Debit with GoCardless.

5.2. The renewal date of the Service Plan will be the yearly anniversary of the date the Service Plan was first taken out. Notification of the renewal will be sent in advance.

5.3. **LW GAS LTD**, at its discretion, may refuse to offer renewal of any Service Plan level.

6. CHANGE OF OWNERSHIP

6.1. If the ownership of the premises in which the appliance(s) covered by this Contract changes the new owner shall have the benefit of the Service Plan for the remainder of the period for which the payment has been paid.

6.2 It is the customers responsibility to provide **LW GAS LTD** notice of cancelation and no refund can be made of months paid before notice has been received.

6.2. No refund will be made for the unexpired part of any Service Plan.

7. PROVISION OF SPARE PARTS

7.1. **LW GAS LTD** may supply and fit adequate replacement parts or components which are not the same as the parts being replaced.

7.2. **LW GAS LTD** shall not be held responsible for any delay in the provision of spare parts by suppliers.

8. REPLACEMENT OF CENTRAL HEATING APPLIANCE OR OTHER APPLIANCES

8.1 This Service Plan contract does **not** include the replacement of the central heating appliance or other appliance(s) in any situation including in the event of spare parts or components not being reasonably available. Or the unreliability of the appliance. In this case we may offer a discount or goodwill gesture towards a replacement application when installed by **LW GAS LTD**

9. CONDITION OF THE CENTRAL HEATING SYSTEM OR OTHER GAS APPLIANCES

9.1. Acceptance of a central heating system or any other appliance(s) or system components onto a Service Plan Contract does not imply that it is installed satisfactorily or to the prevailing standards of **LW GAS LTD**. **LW GAS LTD** will not accept responsibility for any inadequacy attributable to the original design and makes no warranty as to fitness for purpose or condition.

9.2. At the time of the first service visit, **LW GAS LTD** reserves the right to cancel the contract and refund any monies paid. for reasons of safety, accessibility for servicing or non-availability of spare parts.

9.3 If any changes are made to the system or parts of the system that are covered by one of the **LW GAS LTD** Service Plan to a standard that causes concern or prevents the safe working of the appliance or access to the appliance, for example the boiler being moved, boxed in or changes made to the boiler flue or its exit from the priority we reserve the right to cancel the plan without notice. No refund will be given.

9.4 System water condition. If during a **LW GAS LTD** visit it is identified that the water within the heating system has become contaminated to a level that is likely to cause damage to the heating system and or appliance. We reserve the right to require you to undertake rectification works that are not included within the terms and conditions of your plan. Assessments will be made using recognised industry tools including water sampling and heating system test tubes.

10. USE OF SUB-CONTRACTORS

LW GAS LTD reserves the right to use hand selected and trusted subcontractors to carry out all or any part of the services provided under this Service Contract.

11. LIMITATION OF OBLIGATIONS

LW GAS LTD shall not be liable if it is unable to carry out its obligations under the Service Plan Contract due to industrial disputes or force majeure. **LW GAS LTD** Limited shall not be liable for the cost of temporary secondary heating. Or any expenses or temporary accommodation costs.

12. OUR RIGHT TO CANCEL.

LW GAS LTD reserve the right to cancel or reduce the level of covered being offered if your boiler or system is classed as beyond economical repair. This may be due to condition, spare part availability or cost, or due to the age of your boiler. If this is the case, we may offer a different level of cover or may not be able to offer any cover. In either case as a gesture of goodwill we will provide a refund of all payments made within the 12-month contract period to the date of notification.

13. EXCLUSIONS (PLAN DEPENDANT)

The following are excluded from this Service Plan Contract:

- 13.1. Adjustment to time and temperature controls
- 13.2. Call outs during the evening, weekends and bank holidays
- 13.3. The whole flue system or any part of the flue system and its connections/seals
- 13.4. Electrical elements in radiators
- 13.5. The gas supply pipe and the size of the pipe.
- 13.6. A replacement boiler if the existing boiler is beyond economical repair
- 13.7. Replacing or topping up your system inhibitor unless we've removed it
- 13.8. Plumbing work to hot, cold or waste water pipes.
- 13.9. Plumbing items such as showers and taps
- 13.10. Resetting your controls or replacing the batteries
- 13.11. Any parts that are designed specifically for underfloor heating
- 13.12. Supply of curved or designer radiators
- 13.13. Costs arising from the failure of the appliance or a component under the cover, including damage caused by water leaks.
- 13.14. The replacement of decorative parts.
- 13.15. Any defect or adequacy attributable to the original design of the gas central heating system/appliances.
- 13.16. The fabric of the building or pipework and flue pipework buried in it.
- 13.17. Any defect caused through malicious or wilful action, negligence or third-party interference.

13.18. Any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost/ice, impact, ingress, adverse and/or prolonged weather conditions or other extraneous cause.

13.19. Consequential damage or loss arising as a result of a defect occurring in the central heating appliance, system or the appliances unless such a defect damage or loss is attributable to the negligence of **LW GAS LTD**

13.20. Any defect or damage occurring from a failure of the gas, oil, electricity, or water supply.

13.21. Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or an ingress of silt/debris from the water supply main e.g. boiler noises, debris, blockage.

13.22. Damage caused by internal corrosion.

13.23. The routine refill / top-up of sealed systems.

13.24. Damage to components caused by central heating system debris or by poor quality heating water or lack of system inhibitors. Additional system inhibitor chemicals are at extra cost.

13.25 Draining and or cleaning of bulk heating oil tank

13.26 Damage to any oil supply line before the connection to the boiler

13.27 Damage to appliance due to poor quality gas or oil supply including the presence of water within heating oil.

13.28 Appliance failure due to lack of fuel for example gas or heating oil.