

## Service contract terms and conditions of

### ICS-1

#### Your chosen service plan ICS-1 will cover:

- ✓ **Annual Service & Health Check**
  
- ✓ **Annual Service & Health Check** – the annual service will be of the boiler listed which will be done on the due date of service

The client needs to notify us 2 weeks before the due date of the boiler service.

Annual boiler service or landlord certificate- If this included in your plan we will try to arrange a visit for this to take place but you remain responsible for it happening within the contract.

#### 1. Contract

The minimum length of your contract is 12 Months from the date of the first payment. Unless we are advised otherwise this contract will automatically be renewed each year, subject to us accepting you onto one of our **ICS** service plans. Our contracts run on a 12 month rolling basis, until cancelled.

**Please note:** This service plan is only per one property. The service and landlord gas certificate are only on the Landlord service plan.

#### 2. Contract cancellation:

- 2.1. If You feel the need to cancel the contract within the 14 days of the specified start date You will receive a full refund.
- 2.2. You can cancel the contract after 14 days at any time providing You inform us in writing providing You have not:
  - 2.2.1. Had Your annual service
  - 2.2.2. In the circumstances that a service has been provided within the first 14 days You will be required to pay for the services and parts supplied.

## **Our cancellation rights**

- If you do not make your monthly payments
- If your system or appliance are not on our list
- If you do not give us access to your property when need it
- If improvements are needed and not completed
- When on our inspection or a service that your boiler or plumbing system is unsuitable for our service contract we will advise you

## **3. Payments**

You can pay for your contract on a monthly basis by recurring card payments.

Your price will only change if you upgrade to any other ICS service plans.

### **If you miss any payments:**

Before we book Your boiler service in we will need You to pay any missed payments to bring account up to date before a engineers visit.

## **4. Invalidations of contract**

- 4.1. If invalid or misleading information has been provided.
- 4.2. If payment is not received within 14 days of the date due your service plan will be cancelled and charges may apply.
- 4.3. If on our first visit we find a fault with any of Your systems.
- 4.4. If we have advised that a permanent repair is needed to make sure your appliance or system is working properly and safely and you have not acted to resolve in an appropriate manner.
- 4.5. Anyone other than one of our engineers/subcontractors carries out work on the system.
- 4.6. If health and safety issues arise from your property or persons in property.
- 4.7. If work has been carried out by someone else on the system not authorised by us.

**5. Acceptance** onto one of our service plans does not imply that the boiler, heating system or plumbing system is installed to the relevant standards and we will not accept

liabilities arising from the original design or installation and so make no warranty as to the fitness for purpose.

**6.** We will not be liable for any delays in the supply of parts from our suppliers. We may fit replacement parts that are adequate but not the same as the defective part(s).

**7.** New Parts will only be fitted where old ones are beyond reasonable repair. We will be the sole arbitrators as to the condition of parts.

**8. Boiler heat exchangers** that have been damaged by debris, sludge or scale will not be covered for either parts or labour

**9.** As boilers get older for many reasons they become noisy, where noise is down to the age of the appliance we will not class this as a fault and is not covered under any plan.

**10. Boiler replacement** – If your boiler is under 7 years of age and deemed unrepairable we will contribute £250.00 towards a replacement of the new boiler. We will need to see proof of the original date of installation.

**11. Access** – We are not liable for any repairs to which we cannot gain reasonable access, removal of any obstructions will be at our sole discretion and will reserve the right to charge you at our standard rates. We may insist that you arrange for the obstruction prior to us carrying out the repair, we will not be held liable for any making good unless it's down to our negligence.

**12. Charges** – If a service plan is cancelled part way through the year we reserve the right to charge for any services and/or repairs we have carried out at our standard rates.

**13. Annual boiler service or landlord certificate** – If this included in your plan we will try to arrange a visit for this to take place but you remain responsible for it happening within the contract.

**14. System flushing** – If we recommend that your heating system requires a flush we will provide you with a quotation and once the system is cleaned we will continue with any service plan in place.

## **15. Exclusions**

**Our service plans do not include:**

- 15.1. Repairs required due to design faults or existing faults prior to the start of this plan.
- 15.2. Repairs relating to damage caused by you or a third party.
- 15.3. Any loss or damage to any property caused by the boiler, heating system or plumbing system breaking down for example damage to ceiling due to a leak.
- 15.4. Any faults caused by sludge, scaling or blockages.
- 15.5. The cost of removing sludge or scale from the system and the damage caused would not be covered. Or adding corrosion inhibitor.
- 15.6. Boiler repairs are limited to £200.00 in the first three months of your plan.
- 15.7. Damage caused by weather or freezing.
- 15.8. Removal of dangerous materials for example asbestos.
- 15.9. Any decorative parts for example casing, paint work, batteries.
- 15.10. Any part of a flue concealed within the fabric of the building.
- 15.11. The gas supply from the meter to the boiler and or other appliances.
- 15.12. Damage caused by fire, flood, lightning storm, freezing weather or any other natural event.
- 15.13. Adjustments to time controls unless already on site.
- 15.14. Any loss suffered by you due to delay in obtaining parts.
- 15.15. The cost of a new boiler if parts become unreasonably available, at our sole discretion.
- 15.16. Accidental damage, theft or malicious damage.

- 15.17. Routine maintenance, cleaning, descaling, turning on or lighting up the system, clearing airlock or blocked pipes, bleeding system, topping pressure up.
- 15.18. Loss or damage caused by your equipment not working or costs arising from gaining access; this includes pipes under the floor or in the fabric of building.
- 15.19. Repairs that will cost over £250.00.
- 15.20. Replacement of showers or taps.
- 15.21. Below Ground drainage.
- 15.22. Mains supply pipe.
- 15.23. Replacement of baths, shower cubicles, basins and toilets.

Permitted by law where we are in breach of the terms of this contract or cannot honour the agreement the maximum liability will be limited to the cost of the relevant service plan you have in place. (Up to the amount you have paid for the current year). Under no circumstance are we liable for loss of earnings, profit, loss of goods, and loss of business. None of these conditions limit us from the liability relating to death or personal injury from our negligence.

This contract is strictly a maintenance contract and IS NOT an insurance policy.

I-Care 24/7 is therefore not regulated by the FCA