Plumbing, Heating & Renewables

Corby Business Centre, London Road, NN17 5EU
01536 665695



MAINTENANCE COVER

Terms & Conditions

Maintenance Cover Terms & Conditions

About this document

This document explains exactly what the products in your maintenance cover agreement do cover and don't cover, what to do if you want to make a claim, change or cancel your agreement.

It is important you read these terms and conditions carefully, and confirm the cover you hold , as these form the basis of your agreement with us. If anything is not correct on your statement, or if you have any questions, please contact us on: info@acfplumbingandheating.co.uk or by phone 01536 665695

At ACF, we care about privacy and we protect your personal data. We want to be transparent about how we use your personal data, so before you read our Terms and Conditions, we want to point out that ACF Plumbing and Heating Limited is the data controller of your personal data.

Although our Privacy Notice does not form part of the contract between you and ACF Plumbing and Heating Limited, you should read our Privacy Policy, to understand how we collect and use your personal data and your data protection rights visit our website: https://www.acfplumbingandheating.co.uk/privacy

Maintenance Cover Terms & Conditions

Content and information

Boiler Cover Bronze Package 4

Central Heating Cover Silver Package 5

Plumbing System Cover Gold Package 6

Definitions and Interpretation ..... 7 - 8

Annual Service 8

Term ..... 8 - 9

Fees and Payment 9

Services ..... 9 - 11

Your Obligation 11

Liability ..... 11 - 12

Cooling Off Period – Consumers Only 12

Cancellation after the Cooling off Period and for Non-Consumers ..... 12 - 13

Termination 13

Events Outside of Our Control 13

Communication and Contact Details 13

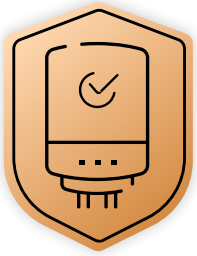
How We Use Your Personal Information 14

Other Important Terms 14

Governing Law and Jurisdiction 14

Maintenance Cover Terms & Conditions

Boiler Cover Bronze Package



What's covered

All repairs to:

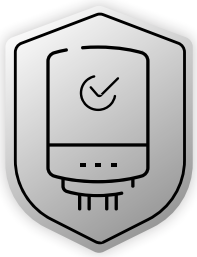
- ✓ A single natural Gas boiler in your property, that's designed for home use and has a heat output capacity of up to 50kW;
- ✓ The room sealed flue up to one meter in length and the flue terminal;
- ✓ The controls that make the boiler work including the programmer, any thermostats.
- ✓ The gas supply pipe
- ✓ A replacement of the gas supply pipe and the controls that make your boiler work if we can't repair them
- ✓ A first service or annual service
- ✓ A replacement of the room sealed flue up to one meter in length and the flue terminal if we can't repair it
- ✓ Landlords Gas Safety inspection (landlord policy only);
- ✓ Legionella risk assessment (landlord policy only).

What's not covered

- ✓ Accidental damage
- ✓ Damage caused by limescale, sludge or other debris – if we've told you before that you need to carry out repairs, improvements but you haven't done so
- ✓ Fixing your showers, their parts and shower pumps
- ✓ Any controls designed specifically for underfloor heating
- ✓ Repairing or replacing open flues and their terminals or flues
- ✓ Replacing or topping up your system inhibitor unless we've removed it
- ✓ Any part of your boiler and controls which directly supplies a swimming pool
- ✓ Resetting your controls or replacing the batteries
- ✓ Repairing or replacing your central heating system
- ✓ Repairing or replacing air or ground source heat pumps

Maintenance Cover Terms & Conditions

Central Heating Cover Silver Package



What's covered

All repairs to the heat and hot water system on your property, for example:

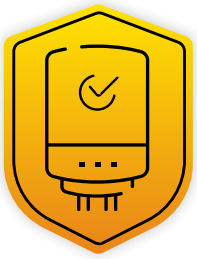
- ✓ Expansion tank, radiators, bypass and radiator valves (excluding smart radiator valves such as Hive Honeywell evohome Drayton, etc)
- ✓ Cylinders and immersion heaters and it's wired in timer switch; and
- ✓ The pipes that connect the central heating system .
- ✓ A replacement of parts of your central heating if we can't repair them.
- ✓ A first service or annual service.

What's not covered

- ✓ Accidental damage
- ✓ Damage caused by limescale, sludge or other debris – if we've told you before that you need to carry out repairs, improvements but you haven't done so
- ✓ Fixing your showers, their parts and shower pumps
- ✓ Repairing or replacing taps
- ✓ Any parts designed specifically for underfloor heating
- ✓ Supply of curved and designer radiators.
- ✓ Repair or replacement of electrical elements in radiators
- ✓ Replacing or topping up your system inhibitor unless we've removed it
- ✓ Any part of your central heating system which directly supplies a swimming pool

Maintenance Cover Terms & Conditions

Plumbing System Cover Gold Package



What's covered

All repairs to the plumbing system on your property, for example:

- ✓ Your hot and cold-water pipes between your internal stopcock up to, and including your taps and garden taps and the flexible pipes to your kitchen appliances;
- ✓ The hot water cylinder and cold-water tanks including immersion heaters, toilet siphons, isolation valves; and
- ✓ Your water supply pipe from the boundary of your property to your home
- ✓ A replacement of parts that we can't repair.
- ✓ We will replace a pair of taps to a single item of sanitary ware where only one can't be repaired

What's not covered

- ✓ Showers and their parts, shower pumps, sanitary ware, spa baths, seals and grouting
- ✓ Radiators
- ✓ Any parts that are designed to boost your mains water pressure Water softeners, water filters and waste disposal units and taps that deliver boiling or filtered water
- ✓ Water pipes between your home and any detached outbuildings on your property
- ✓ Swimming pools, fountains, ponds or water features, garden irrigation systems, free standing garden taps and the water pipes running to or from them
- ✓ Rainwater pipes and guttering
- ✓ Frozen pipes that need defrosting where there is no other damage
- ✓ Any water supply pipe that doesn't supply your home
- ✓ Water meters
- ✓ Plumbing in your outbuildings if the supply is provided by a separate mains connection than to your home
- ✓ Repair and/or maintenance of devices fitted to your plumbing system that are designed to assist in the detection of leaks
- ✓ Excavation directly under the property where there is a risk to foundations

Maintenance Cover Terms & Conditions

These are the standard Terms and Conditions which apply to all Service and Maintenance Contracts entered with us, ACF Plumbing and Heating Limited, a company registered in England and Wales under company number 11085820, whose registered office is at Corby Business Centre, London Road, NN17 5EU ("we/us/our").

1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Annual Service" means our visit to you to maintain and inspect your Equipment;

"Consumer" is as defined in the Consumer Rights Act 2015;

"Equipment" means the boiler and/or central heating system and/or plumbing system to be serviced by us as listed in the Contract in addition to new or replacement equipment or parts supplied by us in our provision of the Services;

"Property" means the building, including any attached garage or conservatory and the land up to your boundary, where the Services are to be carried out;

"Repair" means to fix your Equipment following a fault or breakdown; "Replace" means us replacing your Equipment or parts with a standard alternative. We will provide replacements with similar functionality but not necessarily an identical make, model or type of fitting;

"Services" means the services to be provided by us to you as detailed in clause 5 below; and

"Service Fee" means a fixed sum to be paid by you to us for the Services, in accordance with the Contract.

1.2. Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1. **"writing"** and **"written"** includes emails and text messages;

1.2.2. **"you"** and **"your"** means the Consumer or business customer entering into the Contract with us, together with anyone that normally lives at the Property, including any tenants. Only the person(s) named in the Contract can amend or cancel it;

1.2.3. **"Contract"** is a reference to the Bronze, Silver or Gold Service and Maintenance contract entered between you and us which incorporates, and is subject to, these Terms and Conditions;

1.2.4. **"Terms and Conditions"** is a reference to these Terms & Conditions as may be amended or supplemented at the relevant time;

1.2.5. any reference to **"working days"** means Monday to Friday, 8am – 5pm, excluding public holidays;

1.2.6. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; and

1.2.7. a clause is a reference to a clause of these Terms and Conditions.

1.3. The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation.

1.4. Words imparting the singular number include the plural and vice versa.

2. Annual Service

2.1. We will send you or your provided contact an email, letter, text message or we will call you to arrange your Annual Service. We will try to contact you up to three times. If we do not hear back from you after the third time or you are not at the Property when our engineer visits, we will not try again and will not refund the cost of the missed Annual Service.

2.2. Your Annual Service may be more, or less, than 12 months after your last service visit, with the aim to complete the majority of Annual Service visits in the summer months so you can have confidence your Equipment is in good shape going into winter. In periods of local or national high demand for our Services (such as cold weather), we prioritise breakdowns and may need to rearrange your Annual Service.

2.3. For boilers and central heating, your first service counts as an

2.4. Annual Service.

2.5. One of our engineers will visit your Property to complete your Annual Service. This will include testing the gases your boiler produces. If the visit shows that it is necessary to take your boiler apart to adjust or clean it, we will do so. During the visit, our engineer will fill in a checklist that shows you exactly what we have looked at.

2.6. If we find a problem or fault that needs to be fixed, we will tell you about it and this will be subject to clause 5.5.

3. Term

3.1. In order to sign up for a maintenance Contract, you will need to select your preferred package via our website and create an account. You can choose to pay on a monthly or annual basis in accordance with clause 4. We will send a confirmation email once your order has been processed. Only then will there be a legally binding Contract between you and us, which will start on this date and will continue for a minimum term of 12 months from that date. After the minimum term, the Contract will be automatically renewed and will continue a rolling monthly basis unless it is cancelled or terminated in accordance with clauses 8, 9 or 10 below.

3.2. After the expiry of the minimum term, we reserve the right to adjust our Service Fee and will give you no less than 60 days' notice of any change in price, to allow you to cancel.

3.3. You will be able to log in to your account at any time, to see details of your chosen maintenance Contract. Please ensure your details, including bank details, are kept up to date. Sharing of account details is not permitted and we recommend you keep your log-in details strong and secure, in accordance with cyber-security best practice.

3.4. If the Property or any Equipment changes during the minimum term, or any renewed term, please notify us as soon as possible. The required changes will be added to the Contract at our discretion and if we accept this, we will issue the amended Contract to you with notification of any revised Service Fee and payment terms. The Contract will not be deemed automatically to cover any additional

Equipment that you may purchase(from us or a third party) during the term of the Contract.

3.5. If you move to a new Property, you need to tell us as soon as possible. We may start a new Contract, transfer your current Contract to your new address or cancel it, at our discretion.

4. Fees and Payment

4.1. The Service Fee can be paid either monthly or annually in advance.

4.2. If it is agreed in the Contract, you will need to pay a selected excess call out fee each time we carry out a Repair. You will need to pay this up front, when the Repair work is booked. If a further fault is reported that is related to one we have fixed in the last 12 months, you will not need to pay an additional excess, but we will decide at our discretion whether or not the fault is related to an earlier one.

4.3. We will quote for any additional Services you ask us to carry out that are not included in your Contract, and these will need to be accepted by you in writing before we can go ahead with the works. These extra Services will be subject to different terms and conditions, and we will advise you of this in our quotation.

4.4. If we send you an invoice, you must pay this within 7 days. If your payment is late, including if a Direct Debit payment does not go through on time, we may charge you interest for each day the payment is late, until we receive it. Interest will be calculated at 4% per annum above the Bank of England base rate. If your payment is late, we may also stop providing our Services to you until we have received it.

5. Services

5.1. The Services we will be carrying out are as detailed in the Contract, which lists all the Services we include and exclude.

5.2. We will provide our Services in a timely manner and in accordance with industry best practice.

5.3. We do not include cover for any pre-existing faults or design faults from when your Equipment was installed or added to your Contract that we have previously told you about and you have not fixed, or that we could not reasonably have been expected to know about.

5.4. If we receive a request for a call out, we will respond to the call out within 48 hours. We cannot guarantee we will be able to Repair the fault within this time, but we will keep you informed of progress throughout and will endeavour to provide a temporary solution if necessary.

Maintenance Cover Terms & Conditions

5.5. From time to time, your Equipment may need permanent repairs, improvements or system flushes that are not covered by your Contract to keep working safely and efficiently. We will quote for these separately and if you do not wish to go ahead with the quote, then that Equipment will be removed from the Contract.

5.6. If, in our reasonable opinion, we consider that any Equipment cannot be repaired economically or any Equipment or parts become obsolete and we notify you of this, we will not be required to carry out any Services in relation to that Equipment and it will be deemed to be no longer listed in the Contract.

5.7. We cannot be held responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your Equipment breaking or failing (e.g., damage caused by water leaks), unless we caused it.

5.8. If we Replace any Equipment, the replacement we provide will have similar functionality but not necessarily the same features or an identical make and model or type of fitting. Alternatively, we can use a replacement part that you have bought yourself if we have first approved it, subject to clause 5.12 below.

5.9. Your Contract does not cover:

5.9.1. any damage you or anyone other than us has caused. We may quote for the Repair or cancel your Contract;

5.9.2. the Repair or Replacement of any Equipment or parts that have been deliberately damaged or misused. We will use our expert judgement to determine how the damage was done;

5.9.3. Repairs or Replacement for minor cosmetic damage that does not stop your Equipment from working properly or make it unsafe, e.g. cosmetic scratches;

5.9.4. any damage that is caused by changes in, or problems with, the supply of your gas, water or electricity. This includes, but is not limited to, parts needing to be replaced due to poor water conditioning;

5.9.5. Repairing or Replacing any damage caused by extreme weather, flooding, structural issues, fire, explosions, or any other damage that would normally be covered by household insurance;

5.9.6. accommodation, expenses or any costs if you need to leave your Property as a result of Equipment faults;

5.9.7. improvements or upgrades, for example replacing working radiators or swapping radiator valves for thermostatic ones.

5.10. If we cannot turn off the external water supply stopcock to your Property to complete your Repair, it is your responsibility to get your water supplier to turn it off.

5.11. Where Equipment or parts have been supplied by us, we will provide a guarantee, which will be limited to the extent of the guarantee provided to us by the manufacturer's guarantee or warranty (if any). This is subject to payment having been received by us in accordance with clause 4.

5.12. Where Equipment or parts have been supplied by you, we accept no responsibility for them or for any faults in them. If we are delayed in carrying out our Services because of such Equipment or parts (if, for example, their delivery is delayed), we reserve the right to charge for costs incurred by us as a result. Any return visits required due to faults in any Equipment or parts supplied by you will be chargeable. You will still need to pay any agreed excess in accordance with clause 4.2, even if you supply the Equipment or parts yourself, to cover our labour in carrying out the works.

6. Your Obligations

6.1. You will provide us with access to the Property and the Equipment at all times during which we reasonably require such access in order to provide the Services. We require a person over the age of 18 to be present at the Property while we carry out the Services. If you are not at the Property when our engineer visits, you must make sure that there is someone else present who can give instructions to our engineer on your behalf.

6.2. If we are unable to gain access to the Property or the Equipment in accordance with clause 6.1, this will be considered an aborted visit and we will charge for this at our standard rate in place at the time. It will be your responsibility to rearrange our visit.

6.3. You will ensure that all Equipment is used in an appropriate manner and, where relevant, in accordance with any and all guidelines and instructions issued by us and the Equipment's manufacturer.

6.4. If your Equipment is covered by a third-party warranty, it is your responsibility to make sure that any Services we provide do not affect that warranty.

6.5. You will take all reasonable precautions to protect the health and safety of our employees, agents and sub-contractors while on your Property.

6.6. If you rent out your Property, your tenants or your managing agents can call us directly to arrange any engineer's visit, providing you have given them permission to do so.

7. Liability

7.1. Subject to this clause 7, we will be responsible for any foreseeable loss or damage that you may suffer as a direct result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.

7.2. We accept no liability in respect of the following:

7.2.1. damage due to causes beyond our control including, but not limited to, any event listed in clause 11;

7.2.2. loss or damage to the Property or Equipment, where this is

7.2.3. caused by you or any third party not authorised by us;

7.2.4. damage or deterioration arising out of normal wear and tear.

7.3. Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

7.4. We will maintain suitable and valid insurance, including public liability insurance. Details are available on request.

7.5. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

7.6. We are not responsible for any pre-existing faults or damage in or to your Property that we may discover while providing the Services.

7.7. Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

8. Cooling Off Period – Consumers Only

8.1. Where you are a Consumer, you have a statutory right to a cooling off period. This period begins once the Contract is formed and ends at the end of 14 calendar days after that date.

8.2. If you wish to cancel the Contract within the cooling off period, you should inform us immediately by post or email to the contact details provided to you. You may use our Model Cancellation Form, but you do not have to.

8.3. You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.

8.4. If you cancel within this period, you will receive a full refund of any amount paid to us in respect of the Contract, using the same payment method you used, unless you request otherwise. In any case, you will not incur any fees as a result of the refund.

8.5. If the start date for the works falls within the cooling-off period, you must make an express request for the Services to begin within the 14-day cooling off period. By making such a request, you acknowledge and agree to the following:

8.5.1. If the Services are completed within the 14-day cooling off period, you will lose the right to cancel once the works are completed;

8.5.2. If you cancel the Contract after the Services have begun, you will be required to pay for the Services supplied up until the point at which you inform us of your wish to cancel. The amount due will be calculated and refunded or deducted in proportion to the total quoted fee and the actual Services already provided.

9. Cancellation after the Cooling off Period and for Non- Consumers

9.1. As detailed in clause 3, the Contract is for a minimum term of 12 months. If you are not a Consumer, or if you are a Consumer and you wish to cancel after the 14-day cooling off period detailed in clause 8, you will need to pay for, and the Services will continue, until the end of the 12-month period.

9.2. The Contract will then automatically renew on a rolling monthly basis, unless you contact us in writing to cancel, giving at least 30 days' notice of the cancellation.

9.3. If you cancel the Contract after the cooling off period and we have carried out any work for you, you will have to pay for the Services we have carried out, any Equipment and/or parts we have bought, and any costs incurred by us as a result.

10. Termination

10.1. We can terminate your Contract by contacting you in writing if:

10.1.1. You give us false information;

10.1.2. Your Equipment is not on our approved list, or we cannot source parts for it;

10.1.3. You fail to allow us access to the Property;

10.1.4. Our advice, repairs and improvements are not undertaken;

10.1.5. You fail to pay the Service Fee to us by the due date;

10.1.6. You are abusive towards our staff;

10.1.7. Your Property is unfit or unsafe to work in; or

10.1.8. You demand services which do not form part of the Services, and which are not covered by the Contract.

10.2. If we terminate your Contract for any reason, you will have to pay for Services we have carried out, any Equipment and/or parts we have bought, and any costs incurred by us as a result.

10.3. Either you or we can terminate the Contract by contacting the other party in writing if the other party:

10.3.1. Materially breaches the Contract in any way and fails or refuses to remedy the breach within 14 days after receiving written notice to do so;

10.3.2. Goes into bankruptcy or liquidation (whether voluntary or compulsory) or if a receiver is appointed in respect of the whole or any part of its assets.

11. Events Outside of Our Control

We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, fire, flood, storm, earthquake, subsidence, acts of terrorism or war, pandemic, epidemic, natural disaster, or any other event beyond our reasonable control.

12. Communication and Contact Details

12.1. If you wish to contact us with questions or complaints, you

12.2. may contact us by email at info@acfplumbingandheating.co.uk.

12.3. In certain circumstances you must contact us in writing. When contacting us in writing you may contact us by email or by pre-paid post at the address stated at the beginning of these Terms and Conditions.

13. How We Use Your Personal Information:

All personal information that we may process will be collected, used and held in accordance with the provisions of the UK General Data Protection Regulation, the Data Protection Act 2018, and any amendments to them. For further information, please refer to the privacy policy on our website.

14. Other Important Terms

14.1. We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party, who will remain bound by them. You may not assign your obligations and rights under these Terms and Conditions (or under the Contract, as applicable) without our written permission.

14.2. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

14.3. Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.

14.4. If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so later.

15. Governing Law and Jurisdiction

These Terms and Conditions and the Contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.