



WATSON FUELS' CONTRACT WITH YOU – SERVICE TERMS FOR OUR BOILER SERVICES

These Service Terms are subject to and in addition to Our General Terms (please see Our Website at www.watsonfuels.co.uk/terms for details). These Service Terms apply where You receive Our Boiler Services.

1. Definitions

When the following words with capital letters are used in these Service Terms, this is what they mean:

Application: Your application for a Service Plan.

Boiler: the boiler at Your Address, including any controls or thermostats, as described in the Application.

Service Plan: the Gold, Silver or Bronze Service Plans as described in these Service Terms.

Service Plan Services: the services provided under the Service Plans.

Contract Term: the 12 month period starting with date on which We confirm that Your Service Plan starts and any subsequent 12 month renewal term (see clause 3.1 of these Service Terms).

Emergency Repair: a repair to Your Boiler which We carry out following an emergency call-out.

Maintenance Services: repairs or servicing (including Emergency Repair) of Your Boiler which We carry out at Your request where You do not have a Service Plan.

Services: the Service Plan Services, Maintenance Services and Emergency Repairs.

2. Charges

- 2.1. If You are a Service Plan customer then You agree to pay the Service Plan charges either in advance or monthly by direct debit, as set out in the Application.
- 2.2. All new Service Plan customers will be charged for any repairs required on Our engineer's first visit. Charges for Emergency Repairs and Maintenance Services will be paid within 10 days of the date of Our invoice.
- 2.3. If We are unable to perform any of the Services due to Your default (for example, where We are unable to gain access to Your Address on the appointment date) then We may charge You a missed appointment charge of (currently up to £45 plus VAT but this may be revised from time-to-time). This charge is a reasonable pre-estimate of the cost to Us of a missed appointment.

3. Contract Term

- 3.1. If You are a Service Plan customer then the Service Plan shall run for the Contract Term and automatically renew for a further 12 month period unless either You or We give 30 days' notice in writing to cancel the Service Plan at the end of the current Contract Term.
- 3.2. We may revise these Service Terms from time-to-time by giving You at least 30 days' notice in writing. Any changes to the Service Terms shall only apply once the then current Contract Term expires and is renewed as set out in clause 3.1 above.

4. The Services

4.1. As standard with all of Our Services, Our engineers will:

- (a) Inspect, clean and adjust the burner controls and all component parts of the boiler for dependable operation and efficiency.
- (b) Replace parts as required, in accordance with the manufacturer's recommendations.
- (c) Inspect oil storage tank and sight gauge, check for water if a suitable valve is fitted, and report any defects.
- (d) Clean unit flue ways and combustion chambers.
- (e) Check the operation of the water circulator pump and lubricate externally if required.
- (f) Check the operation of time clocks, room and boiler thermostats and other electrical controls and report any visible defects.
- (g) Check and tighten, if necessary, accessible oil pipe connections.
- (h) Inspect chimney flue ways and advise if sweeping is necessary (sweeping not included).
- (i) Carry out efficiency tests where possible.

4.2. All Service visits will be made by appointment and undertaken during Our normal working hours between Monday and Friday, excluding bank holidays. We will use Our reasonable efforts to perform the Services on the appointment date.

5. Service Plan Services

5.1. Subject to Our acceptance of Your Application (which We may accept or reject in Our sole discretion) We will provide the Service Plan Services during the Contract Term if:

- (a) Your Boiler meets Our standard requirements (for example: We cannot accept some boilers over a certain age, the boiler must be a standard, unmodified domestic boiler with a rated output of less than 150,000 BTUs and have been correctly installed and maintained in accordance with applicable laws and regulations);
- (b) Our engineer's first assessment of the Boiler shows that that it can be maintained in accordance with these Service Terms and the manufacturer's recommendations. **Please note: Any parts required and the labour to fit these parts on the engineer's first visit are not covered on any of Our Service Plans - We will charge for these parts and labour;**
- (c) Your use of the Boiler complies with applicable laws and regulations;
- (d) that no part of the Boiler is tampered with or interfered with by any other person;
- (e) it is safe for Our engineer to access Your Address and the Boiler and You allow them access and permit them to do so; and
- (f) We are able to obtain spare parts for Your Boiler on reasonable commercial terms.

5.2. In the unlikely event that Our costs in providing a Service Plan exceed £750 plus VAT in a Contract Term We may charge You for that excess amount.

5.3. You may apply for the following Service Plans:

- (a) **Gold Service Plan:** includes annual service, parts and Emergency Repair (replacement parts and labour).
- (b) **Silver Service Plan:** includes annual service, parts and Emergency Repair (labour only).
- (c) **Bronze Service Plan:** includes the service and inspection of the Boiler. Does not include breakdown cover or parts.

- 5.4. Our Gold and Silver Service Plans include: burner motor, fuel pump, drive couplings, impellor, solenoid valve, ignition transformer, control box & base, photocell, electrodes, H.T. cable, nozzle assembly, boiler thermostats, motorised zone valves, expansion vessel, plate heat exchanger, water pump, limit thermostat, frost stat, baffles, burner gaskets, draught tube, electrodes, flame sensor, flexible oil line, nozzle, programmers (like-for-like, if extra wiring is needed then the cost of an electrician will not be covered), wicks, carbon leg, lid rope seal, fire valve replacement, room stats and cylinder stats.
- 5.5. Our plans do not include: smart circulating pumps including Grundfoss magna 25-100 smart pump, hot water store, heat exchanger/water jacket, boiler or heating casing and insulation, any additive added to the system, inhibitor, enamelling of aga/boiler, any parts fitted to the oil tank to include the oil line from the tank to the appliance also the Atkinson sight gauge, run out of oil, fuel pipe oil lines to the boiler/aga, any other part of the heating system that is not an intrinsic part of the boiler or cooker concerned, damage to the appliance or components caused by any circumstances other than normal Wear and tear outside the control of the company.

6. Maintenance Services

You may Order Maintenance Services from time to time. We will have accepted Your Order when an appointment date has been agreed.

7. Emergency Repairs

- 7.1. If Your Boiler breaks down then You may Order an Emergency Repair. We will have accepted Your Order when an appointment date has been agreed.
- 7.2. Where You have a Service Plan We will agree a time and date on which Our engineer will attempt the Emergency Repair and We will endeavour for this to be within 48 hours or as soon as reasonably practicable within Our normal working hours as stated above (which shall extend to Saturday mornings from 1st October to 30th April for Emergency Repairs).
- 7.3. Where You do not have a Service Plan, the appointment date will be subject to availability.
- 7.4. We shall use Our reasonable efforts to repair the defect at that time but if We are unable to do so, or if parts are required, We will arrange for appropriate additional visits, as appropriate.
- 7.5. Emergency Repairs (including parts and labour) are provided free of charge for customers on Gold Service Plans. Customers on Silver Service Plans will be charged for the cost of parts but not labour and customers on Bronze Service Plans or with no Service Plan will be charged parts and labour. All Emergency Repair charges will be in accordance with Our then current price list and We may charge an emergency delivery charge for parts.