

# WATSON FUELS' CONTRACT WITH YOU – SERVICE TERMS FOR OUR BOILER SERVICES 2022

These Service Terms are subject to and in addition to Our General Terms (please see Our Website at [www.watsonfuels.co.uk/terms](http://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.

**Cooker:** the cooker at Your Address as described in the Application.

**Service Plan:** the Boiler Care and Boiler Care Complete 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 and/or Cooker which We carry out following an emergency call-out.

**Maintenance Services:** repairs or servicing (including Emergency Repair) of Your Boiler and/or Cooker 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. Charges for parts (where applicable) shall be payable upon receipt of invoice.
- 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 reserve the right to 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 cancel the Service Plan or revise these Service Terms from time-to-time by giving You at least 30 days' notice in writing.

## 4. The Services

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



- (a) Inspect, clean and adjust the burner controls and component parts 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 circulating pump.
  - (f) Check the operation of time clocks, room and 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.
- 4.3. After the Service has been completed Our engineer may ask you to sign their worksheet to accept that the Service has been completed to Your satisfaction. If you do not sign the worksheet or are not available to sign the worksheet then You will be deemed to have accepted that the Service has been completed to Your satisfaction unless you contact Us to confirm otherwise within 48 hours after the Service.

## 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 and/or Cooker meet 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 the manufacturer's instructions and applicable laws and regulations);
  - (b) Our engineer's first assessment of the Boiler and/or Cooker will show that it can be maintained in accordance with these Service Terms and the manufacturer's recommendations. Not all Boilers and/or Cookers can be accepted on Our Service Terms and We will let you know soon after Our engineer's first assessment whether the Boiler and/or Cooker can be accepted. **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 and/or Cooker complies with applicable laws and regulations;
  - (d) no part of the Boiler and/or Cooker is (or has been) modified, tampered with or interfered with by any other person;
  - (e) it is safe for Our engineer to access Your Address and the Boiler and/or Cooker and You allow them access and permit them to do so. Our engineer will carry out a risk assessment and We reserve the right not to carry out work or change any part where our engineer believes that there is an increased risk or it is unsafe to do so (this includes where any part or pipework not visible or is obscured or is buried or has been installed in a position where it would not normally be found);
  - (f) You have obtained the necessary consents or permissions required for us to carry out the Services; and



- (g) We are able to obtain spare parts for Your Boiler and/or Cooker on reasonable commercial terms.
  - (h) Please note that: (i) We will only fit parts (and/or consumables) to your Boiler or Cooker which We have supplied; and (ii) We do not supply parts (and/or consumables) to be fitted by You or by any third party.
- 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) **Boiler Care Complete Plan:** includes annual service, parts and Emergency Repair (replacement parts and labour).
  - (b) **Boiler Care Plan:** includes the service and inspection of the Boiler and/or Cooker. Does not include breakdown cover or parts.
- 5.4. Our Boiler Care Complete Plan includes: 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, , water circulating pump, limit thermostat, frost stat, baffles, burner gaskets, draught tube, 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:
- (a) Heat exchangers, heat storage tanks and plate heat exchangers and any associated seals;
  - (b) Refractory linings, boiler insulation and boiler casing, bronze pumps and pump valves;
  - (c) System pressure drop due to a water leak on any part of heating/hot water system external to the boiler;
  - (d) Any other part of the heating system-that is not an intrinsic part of the Boiler or Cooker, damage to the appliance or components caused by any circumstances other than normal wear and tear and that are outside of Our control;
  - (e) Faults arising from water contamination;
  - (f) Any work required that falls under Part P Electrical Regulations;
  - (g) Boilers or Cookers that are more than 20 years old, over 150,000 BTU (44KW) or are used for commercial purposes;
  - (h) Pipe work alteration and flue alteration, or any work or part required on the flue system;
  - (i) Any additive added to the system (e.g. inhibitor);
  - (j) Run out of oil;
  - (k) Hot plates, top plates, cooker casing (including enamelling), doors or lids, cooker thermometer and ceramic baffles;
  - (l) Damage to the appliance or components caused by any circumstances other than normal wear and tear;
  - (m) Any parts fitted to the oil tank including the oil line from the tank to the appliance;
  - (n) The Atkinson sight gauge; and
  - (o) Fuel pipe lines to the boiler/cooker.



5.6. **Non-standard services.** If the annual service takes longer than 90 minutes then we reserve the right to charge an additional fee for the extra time spent carrying out the annual service.

## 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 and/or Cooker breaks down then You may Order an Emergency Repair by calling us. 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 (which shall extend to Saturday mornings from 1st November to 31<sup>st</sup> March 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 Boiler Care Complete Plans. Customers with a Boiler Care Plan 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.

