Basic, Standard, Standard Plus, Superior, Service and Repair Plan Terms and Conditions.

Introduction

When you join Elite Intalls Ltd, you are entering into an agreement with Elite Installs Ltd. The agreement will be governed by these Terms and Conditions ("the Terms and Conditions") which set out how Elite Installs operate and what the customer can expect from Elite Installs Ltd .

Application to Elite Installs Ltd Service and Repair Plans

There are several ways to join a plan. You can telephone or write to us. The agreement will commence following a satisfactory initial inspection and receipt of all the relevant details including first Standing Order payment.

Elite Installs Ltd Service and Repair Plans

Your basic Elite Installs Ltd premium covers the service and repair of your central heating system to the level of your chosen plan. We will provide advice at initial inspection on the plan most suited to your requirements however, you are within your rights to choose any plan you wish. Inclusive of Service and Repair Plans, all emergencies as per emergency classifications (see below) are responded to in day Monday to Friday 8.30am -5pm (Excluding Bank Holidays) at NO additional cost with exclusion of Basic Service and Repair Plan exceeding 3 call outs annually.

Payment Options

If you occupy the premises where the central heating system and or Covered Appliances are situated then the annual premium may be paid in one lump sum, by cash, or may be paid by standing order in monthly instalments. Payment by standing order should be arranged for the same date each month to ensure continued cover. It is the responsibility of the customer to set up standing order payment following a satisfactory initial inspection.

Basic Service and Repair Plan £10 per month

The Elite Installs Ltd Basic Plan entitles you to:

(a) Annual service of:

- Central heating system
- Up to 3 interim breakdown call outs per contract year excluding boiler (any additional works will be deemed as chargeable (see fixed price charging list for prices)

Emergency call out Monday to Friday 8.30am – 5pm will be deemed as chargeable (see fixed price charging list for prices)

(b) Repairs of your central heating system only (see definitions of)

When we refer to the central heating system we are referring to the radiators and radiator valves, all heating controls (excluding Smart Home Hub, Nest/Hive products).

Standard Service and Repair Plan £13.00 per month

The Elite Intalls Ltd Standard Plan entitles you to:

(a) Annual service/Landlord's inspection of:

- Gas Central Heating boiler and central heating controls
- Unlimited breakdown call outs per contract year
- Emergency call out Monday to Friday 8.30am – 5pm

(b) Repairs of your central heating boiler and system controls only

When we refer to the central heating system we are referring to boiler and central heating control (excluding Smart Home Hub, Nest/Hive products).

Standard Plus Service and Repair Plan £15.50 per month

The Elite Installs Ltd Standard Plus Plan entitles you to:

(a) Annual service/Landlord's inspection of:

- Gas Central Heating boiler and full central heating system
- Unlimited breakdown call outs per contract year
- Emergency call out Monday to Friday 8.30am – 5pm

(b) Repairs of your central heating boiler and system (see definitions of)

When we refer to the central heating system we are referring to the radiators and radiator valves, all heating controls (excluding Smart Home Hub, Nest/Hive products) conventional open vented hot water cylinder, feed and expansion tank, heating pipe work, and the gas supply from the meter to the appliances.

Superior Service and Repair Plan £19.00 per month

The Elite Installs Ltd Superior Plan entitles you to:

Annual service/Landlord's inspection of:

- Central Heating boiler and central heating system
- Unlimited breakdown call outs per contract year
- Emergency call out Monday to Friday 8.30am – 5pm
- Repairs to internal Gas pipework (see Exclusions)

(a) Repairs of your central heating boiler and system (see definitions of)

(b) Plumbing cover including the repair or replacement of toilet cistern internals, immersion heater and cold water storage tank up to a limit of £500 parts and labour inclusive. All water supplies (hot and cold) pipes from the mains stopcock inside your home.

When we refer to the central heating system we are referring to the radiators and radiator valves, all heating controls (excluding Smart Home Hub, Nest/Hive products) conventional open vented hot water cylinder, feed and expansion tank, heating pipe work, and the gas supply from the meter to the appliances.

Initial Inspection

We will arrange for one of our Gas Safe registered engineers to visit your property and inspect your central heating system, and or any other appliances to make sure they are in safe and satisfactory working order. If the engineer discovers a problem with your central heating system and or appliances (all of which must be service listed) during the initial inspection, we will inform you and provide advice on rectifying this. Once these repairs are made you will then be accepted on to your chosen Service and Repair Plan. If you do not wish to have the problem repaired then **Elite Installs Ltd** will be unable to offer a Service and Repair Plan. If the problem concerns your central heating system your application may still proceed in respect of the other appliance(s), but you will not be entitled to any discount on your monthly premium. We reserve the right to reject any application, in our sole discretion, at the initial inspection stage.

Any call outs which do not constitute an emergency will not be permitted until a fourteen-day period after initial Inspection has passed.

Annual Inspection

We will service your central heating system and or covered appliances on an annual basis at approximately the same time each year. ***It is the responsibility of the customer to contact Elite Intalls Ltd to arrange annual inspection***. If you are a landlord who lets property to residential tenants then, by law, you are required to have each gas appliance within the property checked annually by a Gas Safe Registered engineer. Under Elite Installs Ltd Service and Repair Plan, our Gas Safe registered engineers will carry out annual service, which meet the requirements of health and safety legislation. We will upon request inspect and certify, where appropriate, appliances not covered by the Service and Repair Plan at our fixed price rates (see fixed price charging list for prices).

Service and Repair

All Elite Installs Ltd Service and Repair Plans do not include improvements or remedial work (see exclusions) to your central heating system and/or and covered appliance. Please note that all Elite Installs Ltd Service and Repair Plans do not extend to removing sludge, waterscale or other waste material from your central heating system. (See exclusions)

Call Outs

Our engineers will be available to visit your home Monday to Friday 8.30am and 5pm each day (subject to availability and excluding Bank Holidays) in the event that your central heating system and or covered appliances break down. Our experienced engineers all will determine whether a callout is classified as an emergency according to emergency classification dependant on the information given by the customer at time of contact.

When on Basic Service and Repair Plan, an initial call out constitutes one call out, any further call out directly linked i.e. to fit parts, re-check will still come under the initial call out, any re-visit work as a result of any prior call out up to 14 days of last visit will be classed as a non-penalisation to customers. Any call out work not directly linked to any previous works carried out will be classed as a separate call out.

Your Obligations

As part of your Service and Repair Plan you must take reasonable steps to prevent any damage to or breakdown of the system and or covered appliance. For example, you must use the central heating system and or any covered appliance in accordance with the manufacturer's instructions and if there

is a fault with any of them or if any of them break down you must report this to Elite Installs Ltd as soon as possible. We cannot be held responsible for any repairs which arise as a result of your failure to inform us of any problems or your misuse of the system or appliance. If you call out an engineer when there is not a problem with your central heating system and/or covered appliance then this may be deemed as chargeable (see fixed price charging list for prices). We shall have sole discretion when assessing whether a problem does or does not exist with the heating system and/or appliance.

Spare Parts

We will take reasonable steps to acquire any parts required as soon as possible (subject to availability). We maintain a stock of the most commonly required parts and have established contacts with local and national suppliers. As we rely on third parties or manufacturers to supply parts we cannot be held responsible for any delays in obtaining supplies of these parts although where possible we will give you an indication of any likely delay. We may use parts from the original manufacturer which may be new or reconditioned or alternatives which in our opinion are suitable for your system or appliance. At the annual service, we will endeavour to identify and advise you of any likely supply problems in relation to spare parts due to the age or manufacturer of your central heating system and or covered appliance. If it is not possible to obtain a part or a suitable alternative (for example, if the part in question is no longer manufactured or available) we will inform you of the reasons for this and we may thereafter dependant on whatever Service and Repair Plan the customer selected require to terminate the agreement.

Our Engineers

The company employs a team of suitable experienced Gas Safe registered engineers. All our engineers require references of good character before they are permitted to commence employment with Elite Installs Ltd. It will normally be one of our engineers that will carry out any repairs and maintenance with reasonable skill and care. We may, if required, sub-contract any aspect of the work to a suitably qualified contractor.

Duration of the Agreement

All terms of Elie Installs Ltd Service and Repair Plans are subject to a 12 month period from date of first Standing Order receipt and Plans are offered on a 12 month contact basis thereafter. You have the right to cancel your Plan at the end of each 12 month period. Early termination of the agreement may incur additional costs.

Termination

You will not be entitled to any refund if we terminate the agreement due to a breach of conditions on your part. For customers paying by Standing Order the balance of any annual premium which remains outstanding for the remainder of the 12 month period shall be immediately due and, we shall be entitled to pursue this.

Cooling Off Period

You will have 7 working days from the date of receipt of first payment to cancel your agreement with no costs incurred to you. If you do change your mind within this period you can cancel by contacting Elie Installs Ltd to arrange a full refund. We will not normally carry out any work for you during this period (with the exception of the initial inspection) unless you specifically ask us to in which case you will be deemed to have waived your cancellation rights.

Emergency Works Classification

- Gas leaks (subject to level of Service and Repair Plan)
- Uncontainable water leaks
- Central Heating or Boiler non-operation, (old age\elderly\infirm\special needs\unwell\young children)

If customers have any form of temporary heat (gas/electric fire/oil heater etc.) or hot water i.e. electric shower then this will be classed as sufficient until the next available appointment by a Elie Installs Ltd Engineer. Emergency classification is also very much dependant on the time of year i.e. summer/winter. If any customer is found to be distorting the truth as to the severity or need of their situation to secure an Emergency call out this work will be classed as chargeable (see fixed price charging list)

Exclusions

If a customer is given repeat advice on sludge build up causing persistent problems, Elite Installs Ltd reserves the right to charge for works required if advice on sludge treatment is not carried out to rectify the problems. A list of exclusions is as follows –

- Boilers classed as uneconomical repair
- Sludge or scale build up in your system and boiler
- The rehanging of incorrectly installed radiators
- Repairing physical blockages due to sludge or rubble
- Repairing faults due to sludge if you have been advised that power flush or cleanse is required of system or boiler
- Cash alternatives for service or repair
- The repairs of damage caused by a third party i.e. gas/water/electric utilities companies
- Works required to be carried out to make your boiler /system more efficient
- Removing or repairing asbestos to gain access for works
- Remedial work required to upgrade fluing, ventilation, pressure relief, electric's, condensate pipes
- Upgrade work i.e. moving radiators, replacing components for aesthetic reasons
- Upgrading gas pipe sizing or removing blockages/restrictions that effect performance
- Work required to be carried out to bring your Boiler/System up to current standards
- Showers, taps, sinks, bidets, domestic tanks, led pipework, MI pipework or outside taps
- Repairing or replacing parts that are designed for underfloor heating
- Pipework buried in walls or concrete floors
- Replacing appliances unless Elite Installs Ltd are liable
- Resetting controls due to summer\winter weather change
- Lifting hatches, lifting laminate/wooden flooring, removing carpets, clearing cupboards, removing bath panels, or tiling to gain access works
- Unfreezing, Re-routing or Upgrading of Condensate pipe
- Elite Installs Ltd will make reasonable steps to trace any leaks on Central Heating Systems using the best means possible but job may be chargeable if extensive works or access is required to rectify the problem (manager's discretion).

Gas pipework repairs will be carried out for leaks but anything regarded as upgrade work i.e. pipe size upgrading, supporting, re-routing will fall under chargeable job category

- All plastic plumbing waste be it internal or external to property including cast, iron and any type of drainage, soil pipe, stack pipe, sewerage
- Inherent problems due to previous install defects not covered
- Specialised control valves/blending valves on biomass boilers

Definitions

Central Heating System – Radiators, radiator valves, pipework and fittings, direct/indirect open vented cylinder connected to gas boiler.

- Central Heating Controls- Any external controls linked to the operation of central heating system i.e. Zone valve, pump, thermostat, clock, timer, and programmer (excluding smart home hub).
- Gas Boiler - Natural gas G20 boiler designed for domestic heating and hot water use
- Sludge – iron oxide present in Central Heating Systems, which has tar like properties, also causes discoloration of Central Heating Water. If untreated will lead to serious system/boiler damage or poor performance.
- Plumbing work- Domestic plumbing works, i.e., pipework and fittings supplying hot and cold water draw offs, toilet cisterns, immersion heaters, cold water storage tanks.
- Cool Off Period – period of time permitted to allow a customer who has second thoughts to cancel any agreements taken out.
- Gas Safe - operated by governing body/Health and Safety executive to regulate and monitor gas work being carried out

Upgrade/Remedial Work

Any upgrades/remedial work required for operational safety or efficiency reasons will be subject to a site survey. Following this survey, an estimate will be supplied

Liability

Our total liability to you for any breach of this agreement, breach of any duty of care which we owe to you, our negligence or any other act or omission on our part which may give rise to liability shall be limited to £1 million in any one incident. This does not restrict or limit our potential liability for death or personal injury which results from our negligence.

We shall not be liable to you for:

- losses that were not foreseeable when the agreement was entered into
- losses of a consequential nature (such as damage to furnishings or carpets as a result of leaks from your system) unless we are responsible for the cause of the damage
- loss or damage that was not caused by us or as a result of any breach on our part, such as any damage caused by you or a third party, or faults with the system which existed prior to you entering the Service and Repair Plan
- for costs, losses and damages which are insured risks for example, damages caused by flooding, fire, freezing weather conditions, lightning, storms, subsidence, structural repairs, alteration, demolition, faulty workmanship, the interruption of electricity, water or gas services; or
- any liability which arises as a result of any matter or occurrence which is out with our reasonable control.

Miscellaneous

We shall be entitled to assign the agreement or any interest in the agreement or sub-contract the performance of the agreement or any part of it to any third party. You may not assign the agreement or any benefit under it to any third party.

The agreement shall be governed by and construed in all respects in accordance with the laws of Scotland and the parties hereby accept the exclusive jurisdiction of the Scottish Courts. If you have any questions about any aspect of the Terms and Conditions of your Service and Repair Plan then please contact us.

I agree to abide by the Terms and Conditions set out in the Elite Installs Ltd Service and Repair Plans

Basic	**£10.00**
Standard	**£13.00**
Standard Plus	**£15.50**
Superior	**£19.00**

I have read and understood and hereby confirm that I agree to the Terms and Conditions set out by Elite Installs Ltd Service and Repair Plan and understand that any actions taken that may result in a breach of the Terms and Conditions may result in any cover being null and void.

Please make Standing Order payments into following account as soon as convenient to do so and thereafter each month for the desired Service and Repair Plan amount.

Account Number: 73019152
Sort Code: 203396

Office Number: 07988 978573 **Office Email: enquiries@eliteinstallsltd.co.uk**

Sign the Customer _____ Date_____

Please sign and return to be stored by Gasolutions Ltd as agreement to all Terms and Conditions.

Please note your address and full contact details here: