



Agreement – Platinum⁺ Plan

We have designed the Platinum⁺ Plan to provide a high quality service to repair and maintain your central heating system.

It is important that you read the terms and conditions carefully, as these will form the basis of your Agreement with us. If you have any questions please call us on 01722 417873.

This Agreement is agreed BETWEEN: Alexandra Heating Services Ltd (Company Registration Number 06071267) whose registered address is Unit 8, The Centurion Centre, Castlegate Business Park, Old Sarum, Salisbury, Wiltshire, SP4 6QX (“the Company”) AND

Full Name: _____

Full Name: _____

Full Name: _____

Full Name: _____

(Individually and/or jointly “the Customer”) of

Address: _____

Postcode: _____

(“the Property”)

1. CONDITIONS - Definitions

“The Company”	The Company whose details are noted above.
“Assignment”	An Assignment of this Agreement.
“Customer”	The person or persons whose details are noted above.
“Payment”	The sums to be paid to the Company by the Customer as set out in this Agreement.
“Inspection”	A visit carried out prior to this Agreement to ensure we can accept the relevant parts under this Agreement. More details in section 3.1 below.
“Property”	The Property of the Customer as detailed above.
“Term”	Means the duration of the Agreement as set in section 2.1 below.
“Upgrades”	These are changes to your system which will improve its efficiency and performance. More details in section 2.5 below.

We, us, our means the Company as detailed above.

You or your means the Customer as detailed above, together with the other occupants of the Property.



2. GENERAL CONDITIONS THAT APPLY TO OUR AGREEMENT

2.1 Term of this Agreement

The length of this Agreement is one year and will begin on the date when your payment is received. All Agreements are continuing monthly payable, renewable at the end of your Agreement Term. We will automatically renew this Agreement for another fixed period of a year if you have chosen to pay by monthly instalments.

2.2 Price and Price Changes

The price for your Agreement is a monthly charge of £22.50 + VAT. The charge will not change during the Term of this Agreement unless the government changes the relevant tax rate. Please be aware that we will always write to you to tell you about any changes to your price.

2.3 Payment

You can to choose to pay by either one annual payment in advance or monthly instalments. If you choose to pay annually in advance, you may do so by cheque, credit card or debit card.

2.4 Domestic Use

Agreements are only available for systems used inside your Property for Domestic Purposes. You may also hold Agreements for properties you rent out.

2.5 Upgrades

Upgrades are changes to your system which will improve its efficiency and performance. Examples of upgrades include replacing working radiators with improved models or replacing standard radiator valves with thermostatic valves. The cost of upgrading your system is not included in this Agreement.

2.6 Governing Law

The terms and conditions for all Agreements are written in English and this Agreement is governed by the laws of England.

3. OUR RESPONSIBILITIES

3.1 Inspection

We will arrange to inspect your boiler, controls and central heating system to make sure we can include them under this Agreement and ensure they are in good working order.

We will carry out this inspection before the Agreement commences. **Our engineer will fill in a service or breakdown checklist to show you what has been inspected.** If your inspection reveals a problem (such as boilers for which we know we cannot get parts or systems that are not installed safely or which we cannot get to) we may:

- Tell you what work is needed and what it will cost to do that work;
- Quote you for a new installation;
- Or decline to set up an Agreement and refund any money you have paid.

We will not carry out an inspection if we have already carried out an inspection or annual service at the same property in the previous twelve months, even if you are a new owner of the property.



3.2 Annual Service

We will visit to carry out an annual service to check that the boiler, its flue and ventilation are working in accordance with legal requirements and regulations, and we will analyse the combustion gases that your boiler produces. Also we will disassemble your boiler to clean and repair it on every annual visit, to ensure optimisation so the boiler is running as cleanly and efficiently as possible, which reduces running costs and in turn will help the environment by reducing fuel consumption.

We normally carry out the Annual Service twelve months from the date of the last one; however, in periods of high demand for our services (such as cold weather) we prioritise breakdowns and may need to rearrange your Annual Service.

To arrange your Annual Service we may contact you by phone, email or letter. We will make 3 attempts, should you not respond, we will assume that you do not wish to have an Annual Service carried out for the particular period of the Agreement and we will move your due date to approximately the same time in the following year. In these instances, we will not reimburse any of the Agreement fees.

3.3 Included Under this Agreement:

Parts and labour for your boiler, as long as all the essential working parts are available and we have approved your boiler.

Repairs or replacement inside your Property if there are leaks or a mechanical failure to:

- Hot and cold water pipes from the mains stopcock inside your Property leaking to your taps and gardens taps;
- Your cold-water storage and expansion tank;
- Leaking overflow pipes;
- Standard ball valves in roof tanks;
- Central heating water pipes if there is a water leak;
- Hot water cylinders and immersion heaters;
- Washing machine and dishwasher hot and cold flexible pipes (as long as they are installed to the manufactures instructions);
- Parts and labour, as long as all the essential working parts are available and we have approved your appliance.
- Parts and labour for fitting standard replacement parts. Standard replacement parts may be different from the original.

Please be advised there may be restrictions over our ability to maintain your appliances and system or the supply of parts, but we will use all reasonable endeavours to carry out repairs.

3.4 Response Time

AHS Ltd will endeavour to visit within 24hrs, subject to work load and labour availability in response to breakdowns.

Any out of hour's breakdowns will be assessed and the necessary action will be carried out, which in some cases will be in normal working hours on the next available working day.

For any work carried out you agree to make access available on a mutually agreed day Mon - Fri 8.00am-5.00pm.



3.5 Spare Parts

If the engineer does not carry the spare parts needed on the day of your appointment, we use a central stock which means we can normally get hold of most items the following working day. If not, we will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts or parts that have been reconditioned by the original manufacturer or approved by third parties.

3.6 Guarantees

We guarantee to make good any faulty workmanship for a period of twelve months from the date we complete your repair. The rights under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, or any replacement legislation. You can get advice about your rights from the Citizens Advice Bureau or an Independent Legal Adviser.

Where we install or replace your boiler we will commission and carry out a safety check on your new boiler at the time of installation. A separate Annual Service will not therefore be carried out during the first 12 month period.

3.7 Renewals

We will normally give you **28 days'** notice to inform you of any changes to what is included in your Agreement (or any changes in prices) for the next Term of your Agreement, unless exceptional circumstances apply. Unless you tell us when we write to you that you do not want to renew, we will automatically renew your Agreement for another fixed period of a year if you have chosen to pay by monthly instalments.

At the end of your Term of Agreement and at the end of each subsequent year, the price of your Agreement may change, but we will give you 28 days' notice prior to this taking effect. This can be because of general inflation and/or because we have more detailed and accurate information on your boiler and heating system including your breakdown history, meaning the price we charge when your Agreement renews will be tailored to you.

3.8 Safety Advice

Upon Inspection we will notify you of any permanent repairs or improvements required to make your appliance or system perform in accordance with legal requirements and regulations.

3.9 Unable to Repair

If your boiler is deemed by our engineer to be a non-viable repair and your boiler is under 10 years old. Then we will add the cost of parts only that are faulty, minus any outstanding payments of the annual service contract. This will then be offered as a discount off a new boiler installation if supplied and fitted by us.

4. YOUR RESPONSIBILITIES

4.1 Gaining Access to your Property.

It is your responsibility to allow us access to your Property. If we cannot gain access, we will not be able to carry out the necessary work and you will need to arrange another appointment.

If you do not arrange an appointment or we cannot gain access, this Agreement will continue even though we have not been able to carry out the work. If, after several attempts, we have been unable to make an appointment or we still cannot gain access, we may write to you to let you know we have cancelled your Agreement.

We reserve the right to charge for void visits.



4.2 Safety Advice

If you do not follow our advice, as per section 3.8 above, it may mean that we cannot meet all of our obligations to you under this Agreement. However, this Agreement will continue to run unless you tell us you would like to terminate or if we terminate.

4.3 Stop Valve

If we are unable to isolate the internal stop valve, it will be your responsibility to contact the local water board to isolate this before we can complete a repair.

4.4 Moving Home

If you are moving out of your Property you will need to tell us as soon as possible about any change of address.

Once we receive your new address details we can set up a new Agreement or transfer the existing Agreement to your new address depending on location and an initial Inspection.

5. GENERAL EXCLUSIONS THAT APPLY TO THIS AGREEMENT

5.1 Design or Existing Faults

We will not be responsible for the cost of repairs or gaining access to make repairs if there are design faults which existed before you entered into this Agreement with us, faults which we have identified on a previous visit or faults which we could not, using reasonable care and skill, identify on our first Inspection of your system and/or appliance.

5.2 Accidental Damage

We will not cover accidental damage caused by you and we will not cover the cost of repair. If work is carried out on your system or appliance by someone other than us, whether or not following our advice, which results in damages to that or another part of your system because of poor workmanship, the repair will be excluded from this Agreement.

5.3 All Other Loss and Damage

Unless we cause it, we will not be responsible for any loss or damage to property as a result of your boiler or system breaking or failing, including any cleaning needed or damage caused by water leaks.

5.4 Making Good

We will fill any holes and leave the surface level, if we have had to make access to your system or boiler so we could carry out a repair. However, we will not replace the original surface or construction (for example redecoration).

If the original surface or construction was damaged as a result of the fault, for example water leak, we will not replace the original surface.

5.5 Household Insurance

We will not include under this Agreement the repairing of faults or damage or replacement of appliances or systems caused by freezing weather conditions, subsidence, structure repairs, accident, fire, lightning,



explosions, flood, storm or any act of God. You should check your household insurance to make sure you have enough cover for these risks.

5.6 Third Party Rights

Nobody other than you will be able to benefit from this Agreement, which cannot be passed to someone else without our written confirmation.

If you are a landlord, you may give permission to your Tenant, managing agent or third party to arrange an engineer appointment on your behalf.

6. FURTHER EXCLUSIONS

6.1 Under the terms of this Agreement we will not be liable for:

- Any costs over £1,000.00 to gain access to your system, to make a repair and then make good. We do not include the cost of getting to your appliance or system if it is not accessible due to a design fault.
- Repairing or replacing appliances, bathroom fixtures and sanitaryware.
- Resetting controls (for example, thermostats and programmers following changes due to winter or summer months).
- Repairing or replacing parts that do not affect how the appliance or system works, or decorative or specialist parts.
- Repairing or replacing any steel or iron pipes. This does not apply to your water supply pipes up to your stopcock and where the gas supply pipe, from meter to appliance.
- The cost of repairing damage or breakdown caused by changes to, or problems with, the gas, electricity or water services.
- Beginning or continuing services where we reasonably consider that there is a health and safety risk, including the presence of dangerous materials, infestations, or harassment of our staff.
- Replacing any batteries for your system controls.
- Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric under-floor heating.
- Repairing damage caused by scale, sludge or other debris if we have told you on a previous visit that improvements are needed to help make sure your appliance or system works properly and you have not taken the recommendation.
- Repairing or replacing flues.
- Replacing ceramic discs in taps.
- Replacing taps.
- Replacing bath and shower seals or grouting.
- Repairing or replacing water softeners.

6.2 Showers

We will not be responsible for the repair or replacement of any showers within your household as a result of a mechanical or electrical breakdown, which includes, but is not restricted to, shower pumps, shower mixer valves, electric shower units, shower trays, cubical/shower doors, handsets, hoses and riser rails.



7. CANCELLATIONS:

7.1 Cancel this Agreement

You may cancel this Agreement at any time as long as you let us know in writing to Unit 8, The Centurion Centre, Castlegate Business Park, Old Sarum, Salisbury, SP4 6QX. Cancelling your Payment without contacting us will not mean you have cancelled this Agreement. If you do not inform us that you wish to cancel or your Payment is rejected, we will attempt to contact you by letter at the address we have on our records to rectify your account. If we do not hear from you following contact and the outstanding payment is not made, we will cancel this Agreement, but any outstanding charges will be payable and subject to section 7.2.

If you cancel within the first 14 days (the cooling off period) of this Agreement we will give you a full refund of any money you have paid unless we have carried out work, in which case cancellation charges may apply as set out in section 7.2.

7.2 Cancellation Charges

If you, or we, cancel this Agreement you have with us part way through your Term of this Agreement and you have had work relating to this Agreement, you may be charged for cancellation.

The cancellation charge will be the total of the relevant amounts as set out below less:

Type of Work Completed	Charge for each piece of work completed
Boiler or Central Heating Repair	£115.00* per hour + materials used.
All Other Complete Repairs	£85.00* per hour + materials used.
Annual Service and CP12	£95.00*

(*All these prices above are subject to VAT).

7.3 Our Cancellation Rights

We may cancel this Agreement in the following circumstances:

- If you have given us false information;
- If you do not make an agreed payment;
- If we find something wrong at the inspection;
- If there are health and safety issues;
- If your appliance or system is not on our approved list;
- If you do not give us access to your property when it is required;
- If we are not reasonably able to find parts for your boiler or system.

Signed: _____

Dated: _____